



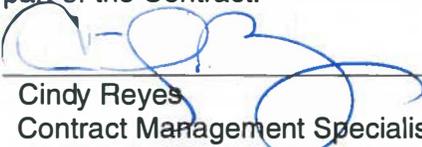
Amendment No. 5
of
Contract No NA120000137
for
Laboratory Information Management System (LIMS)
between
The F. Dohmen Co.
Db a Horizon Lab Systems, LLC
and
The City of Austin

1.0 The Contract is hereby amended as follows: Change name to Horizon Lab Systems, LLC as requested and documented by the vendor:

	From	To
Vendor Name	The F. Dohmen Co., dba Horizon Lab Systems, LLC	Horizon Lab Systems, LLC
Vendor Code (for City use only)	V00000924250	V00000966264
Vendor Federal Tax ID (FEIN)	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 5 is hereby incorporated into and made a part of the Contract.



Cindy Reyes
Contract Management Specialist III
City of Austin, Purchasing Office

2.26.20

Date



Amendment No. 4
of
Contract No. MA 5600 NA120000137
for
Laboratory Information Management System (LIMS)
between
The F. Dohmen Co. dba Chemware LLC
and the
City of Austin

1.0 The City hereby amends this Contract by modifying section 1.3 compensation.

1.1 Adding \$56,068.11 in additional authority.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: Date signed by the City (11/02/2012) and shall remain in effect until the earliest of when the deliverables set forth in Phase V – Go Live of the SOW are complete and accepted by the City or the City terminates the Contract. Ongoing Maintenance Support will begin upon acceptance of Phase V – Go Live and will be effective for 5 years.	\$674,777.00	\$674,777.00
Amendment No. 1: Increase Contract amount by an additional 3,485.00 for training	\$3,485.00	\$678,262.00
Amendment No. 2: Vendor Name Change	\$0.00	\$678,262.00
Amendment No. 3: Administrative Change	\$0.00	\$678,262.00
Amendment No. 4: Administrative Increase	\$56,068.11	\$734,330.11

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Eric Dingfelder

Signature: D-Dellemonache

Date: 12/17/2019

Date: 12/19/19

Printed Name: Eric Dingfelder
Authorized Representative

Daniel Dellemonache
Procurement Specialist III

The F. Dohmen Co. dba Chemware LLC

City of Austin



Amendment No. 3
of
Contract No. MA 5600 NA120000137
for
Laboratory Information Management System (LIMS)
between
The F. Dohmen Co. dba Chemware LLC
and the
City of Austin

1.0 The City hereby modifies Addendum A Section A:

ChemWare will provide Austin Water Utility perpetual licenses for HORIZON Data Exchange (HDX) at net zero cost per license as a migration task to be finalized. The HDX licenses will be used as a replacement for existing LIMS*Link licenses scheduled for instruments that are either connected or planned to be connected under MSA MA 5600 NA120000137. There will be no licenses cost, only ongoing support cost will be required. All services used for the instrument integration task will be billed against the original project scope under MSA MA 5600 NA120000137.

2.0 The City hereby modifies Exhibit E, Clarifications, Item 3:

ChemWare will provide two (2) HORIZON User Group Meeting tickets to the City of Austin at no charge.

3.0 The City hereby modifies Exhibit E , Clarifications, Item 9. Invoices and Payment:

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility
Attention	Phil Barrett
Approval to sign invoices	Teri Pennington, AWU CIO or Phil Barrett, AWU DM Business & Information Systems
Address	625 E. 10th Street, Suite 900
City, State, Zip Code	Austin, TX 78701

4.0 The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: Date signed by the City (11/02/2012) and shall remain in effect until the earliest of when the deliverables set forth in Phase V –Go Live of the SOW are complete and accepted by the City or the City terminates the Contract. Ongoing Maintenance Support will begin upon acceptance of Phase V –Go Live and will be effective for 5 years.	\$674,777.00	\$674,777.00
Amendment No. 1: Increase Contract amount by an additional \$3,485.00 for training	\$3,485.00	\$678,262.00
Amendment No. 2: Vendor Name Change	\$0.00	\$678,262.00
Amendment No. 3: Administrative Change	\$0.00	\$678,262.00

5.0 MBE/WBE goals were not established for this contract.

6.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

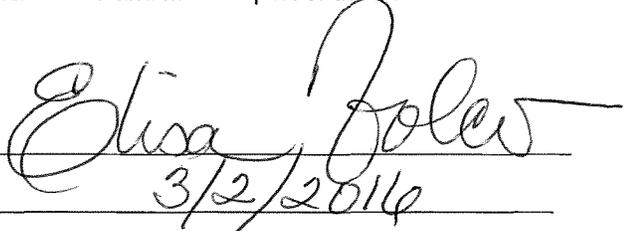


Date: 3/1/2016

Printed Name: Eric Dingfelder
Authorized Representative

The F. Dohmen Co. dba Chemware LLC

Signature:



Date: 3/2/2016

Printed Name: Elisa Folco
Authorized Representative

City of Austin



MEMORANDUM

Date: January 19, 2017
Name: Elisa Folco
Title: Corporate Contract Administrator
Contract Number: NA120000137

Amendment No. 1 of Contract Number NA120000137 signed by Teresa Reddy and dated September 4, 2014 should be Amendment No. 2 of Contract Number NA120000137.



**Amendment No. 1
of
Contract No. NA120000137
for
Laboratory Information Management System (LIMS) Software Maintenance
between
Chemware, Inc.
and the
The City of Austin**

1.0 The Contract is hereby amended as follows: Change the Contractor's name and tax ID as requested by the Contractor on 12/31/2013.:

	From	To
Vendor Name	Chemware, inc.	F. Dohmen Company dba, Chemware LLC
Vendor Code (for City use only)	V00000901392	V00000924250
Vendor Federal Tax ID (FEIN)	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

Teresa Reddy
Corporate Contract Compliance Manager
City of Austin, Purchasing Office

9/4/14

Date



Amendment No. 1
of
Contract No. MA 5600 NA120000137
for
Laboratory Information Management System (LIMS)
between
ChemWare
and the
City of Austin

- 1.0 The City hereby adds additional training services in an amount not to exceed \$3,485.00 for a new total contract amount not to exceed \$678,262.00.
- 2.0 ChemWare's Offer is hereby modified to include the following training for Phase III:

included	optional	item	services: training	qty	units	rate	total	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	TR-501 System Administrator I Training, Onsite	At ChemWare (3.5-Day course)	1	course	3,485	3,485	
							subtotal training	\$ 3,485
							estimated labor days	3
							quotation total	\$ 3,485

- 3.0 The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: Date signed by the City (11/02/2012) and shall remain in effect until the earliest of when the deliverables set forth in Phase V -Go Live of the SOW are complete and accepted by the City or the City terminates the Contract. Ongoing Maintenance Support will begin upon acceptance of Phase V -Go Live and will be effective for 5 years.	\$674,777.00	\$674,777.00
Amendment No. 1: Increase Contract amount by an additional \$3,485.00 for training	\$3,485.00	\$678,262.00

- 5.0 MBE/WBE goals were not established for this contract.
- 6.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

 6/5/2014

Printed Name: Thoms R. Cole
Authorized Representative

ChemWare

Signature & Date:



Printed Name: Jonathan Hanesis
Authorized Representative

City of Austin

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”) (“Customer”)
AND
ChemWare, Inc. (“Contractor”) (“ChemWare”)
FOR
Laboratory Information Management System (LIMS)**

Master Agreement: MA 5600 NA 120000137

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Chemware, Inc. having offices at 900 Ridgefield Drive, Suite 150, Raleigh, NC 27609 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number MSO0062.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 Milestone Payment Schedule, incorporated herein as Exhibit A.
- 1.1.3 Software License Agreement, incorporated herein as Exhibit B.
- 1.1.4 Technical Services Agreement, incorporated herein as Exhibit C.
- 1.1.5 Standard Software Maintenance Agreement, incorporated herein as Exhibit D.
- 1.1.6 Clarifications to the City’s Solicitation No. MSO0062 and to the Contractor’s Proposal dated April 10, 2012, incorporated as Exhibit E
- 1.1.7 The City’s Solicitation, Request for Proposal (RFP), MSO0062 including all documents incorporated by reference
- 1.1.8 The Contractor’s Proposal dated April 10, 2012.

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract.
- 1.2.2 Exhibit A, , as referenced in Section 1.1.2
- 1.2.3 Exhibit E, as referenced in Section 1.1.6
- 1.2.4 The City’s Solicitation as referenced in Section 1.1.7, including all documents incorporated by reference
- 1.2.5 Exhibit B, as referenced in Section 1.1.3
- 1.2.6 Exhibit C as referenced in Section 1.1.4
- 1.2.7 Exhibit D as referenced in 1.1.5
- 1.2.8 Contractors proposal, as referenced in Section 1.1.8

1.3 Compensation. The Contractor shall be paid a total amount not-to-exceed \$658,777.00 for products and services and a total amount not-to-exceed \$16,000.00 for travel expenses, for a total contract amount not-to-exceed \$674,777.00. Payment for services shall be made as indicated in the Milestone Payment Schedule (Exhibit A) after the City of Austin’s acceptance of services.

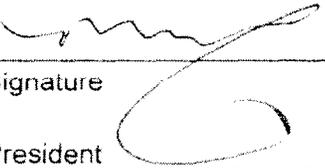
1.4 **Term of Contract.** The initial term of the Contract will become effective on the date signed by the City (Effective Date) and shall remain in effect until the earliest of when the deliverables set forth in Phase V – Go Live of the Statement of Work are complete and accepted by the City or the City terminates the Contract. Ongoing Maintenance Support will begin upon acceptance of Phase V – Go Live and will be effective for five (5) years.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CHEMWARE INC.

Mark R. Grosskopf
Printed Name of Authorized Person

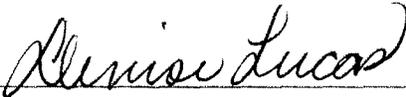

Signature
President

Title:

11/02/12
Date:

CITY OF AUSTIN

~~Cynthia Gonzales~~ Denise Lucas
Printed Name of Authorized Person


Signature
Deputy Purchasing Officer
~~Contract Compliance Manager~~

Title:

11/2/2012
Date:

Exhibit A
Milestone Payment Schedule (Implementation Phase), dated October 26, 2012

	Task Duration	Project Duration	Cost	Retainage (10%)	Milestone Payment
Phase I					
Task 1: Project Initiation			\$ 4,488.00		
Task 2: Set Up System			\$ 2,992.00		
Phase I System SoftWare License Fees (50%)			\$ 124,375.00	\$ (12,437.50)	
Phase I Service Fees (Task 1 & 2 Total)			\$ 7,480.00	\$ (748.00)	
Total Phase I Completion - Project Initiation and System Setup	1 Month	1 Month	\$ 131,855.00	\$ (13,185.50)	\$ 118,669.50
Phase II					
Task 1: On-site Requirements Gathering			\$ 5,976.00		
Task 2: Off-site Requirement Analysis Writing			\$ 7,480.00		
Task 3: Delivery and Refinement of Project Plan			\$ 1,992.00		
Task 4: Initial Administrator Training					
Phase II System SoftWare License Fees (10%)			\$ 24,875.00	\$ (2,487.50)	
Phase II Training Fees (Task 4)			\$ 3,485.00	\$ (348.50)	
Phase II Service Fees (Tasks 1, 2, & 3 Total)			\$ 15,448.00	\$ (1,544.80)	
Total Phase II Completion - LIMS Requirements Analysis and Administrator Training	3 Months	4 Months	\$ 43,808.00	\$ (4,380.80)	\$ 39,427.20
Phase III					
Task 1: Delivery of Single Sign On & AWU Sample ID Format & Placement			\$ 3,576.00	\$ (357.60)	\$ 3,218.40
Task 2: Delivery of Model Test Codes (To be defined in Phase II)	50%		\$ 30,432.00	\$ (3,043.20)	\$ 27,388.80
Task 3: Delivery of Tier 1 instrument connections (10)			\$ 11,920.00	\$ (1,192.00)	\$ 10,728.00
Task 4: Completion of Advanced & Report Writer Training			\$ 11,260.00	\$ (1,126.00)	\$ 10,134.00
Task 5: Completion of Data Migration			\$ 5,960.00	\$ (596.00)	\$ 5,364.00
Task 6: Delivery of Systems (PLOP, WEIRS, GIS) Interfaces and/or views			\$ 17,880.00	\$ (1,788.00)	\$ 16,092.00
Task 7: Completion of Initial Configuration (Based on Model Test Codes)	50%		\$ 30,432.00	\$ (3,043.20)	\$ 27,388.80
Task 8: Delivery of Priority Reports			\$ 35,760.00	\$ (3,576.00)	\$ 32,184.00
Phase III System SoftWare License Fees (10%) Paid on Completion of Phase III			\$ 24,875.00	\$ (2,487.50)	\$ 22,387.50
Phase III Optional Software (40%) ¹ Paid on Completion of Phase III			\$ 8,453.60	\$ (845.36)	\$ 7,608.24
Total Phase III Completion- System Implementation (deliverable payments - see note)²	15 Months	19 Months	\$ 180,548.60	\$ (18,054.86)	
Phase IV					
Task 1 Prepare for Acceptance Testing			\$ 748.00	\$ -	
Task 2: 1st Testing Cycle			\$ 2,244.00	\$ -	
Task 3: 2nd Testing Cycle			\$ 2,244.00	\$ -	
Task 4: 3rd Testing Cycle			\$ 2,244.00	\$ -	
Task 5: Accept System for Go-Live			\$ -	\$ -	
Phase IV System SoftWare License Fees (10%)			\$ 24,875.00	\$ (2,487.50)	
Phase IV Optional Software (20%)			\$ 4,226.80	\$ (422.68)	
Phase IV Training Fees			\$ 5,984.00	\$ (598.40)	
Phase IV Service Fees (Tasks 1, 2, 3, 4 & 5 Total)			\$ 7,480.00	\$ (748.00)	
Total Phase IV Completion- System Integration Testing	6 Months	25 Months	\$ 42,565.80	\$ (4,256.58)	\$ 38,309.22
Phase V					
Task 1 Prepare Go-Live Systems			\$ 1,496.00	\$ -	
Task 2: Go-Live (Validation of Production System)			\$ 5,984.00	\$ -	
Phase V System SoftWare License Fees (20%)			\$ 49,750.00	\$ (4,975.00)	
Phase V Optional Software (40%)			\$ 8,453.60	\$ (845.36)	
Phase V Service Fees (Tasks 1 & 2 Total)			\$ 7,480.00	\$ (748.00)	
Total Phase V - Go-Live (Final Acceptance)	5 Months	30 Months	\$ 65,683.60	\$ (6,568.36)	\$ 59,115.24
Retainage					\$ 46,446.10

Total Implementation Cost: \$464,461.00

Annual Maintenance Fees

	Annual Maintenance Fee	Details
Year 1	\$ -	The first year of Maintenance Support is included an no charge through the end of production year one. The first year of Maintenance Support begins after Phase V - Go Live has been accepted by the City.
Year 2	\$ 48,579.00	Billed annually without retainage.
Year 3	\$ 48,579.00	Billed annually without retainage.
Year 4	\$ 48,579.00	Billed annually without retainage.
Year 5	\$ 48,579.00	Billed annually without retainage.
Total	\$ 194,316.00	

Annual Maintenance Fee payments for years 2 , 3, 4 and 5 will be made on the anniversary of when the first year of Maintenance Support began.

¹ Optional Software includes but is not limited to HORIZON Field Data Capture and any additional software licenses for HORIZON, Oracle AS, Instrument Automation, Reporting System or Statistical Software.

The City may purchase licenses for optional software in any quantity from ChemWare at the price quoted in their cost proposal, less any applicable volume discount, during the term of this contract.

² Phase III services shall be billed after acceptance of individual deliverables/tasks.

³ Retainage is payable upon completion and acceptance of all requirements and verification of the system in production. Retainage is held for each deliverable and will not be paid until completion and acceptance of Phase V Go Live deliverables in production.

The AWU Project Manager will issue a Notice to Proceed for each phase to authorize the beginning of work for that phase. Any work done before the notice to proceed is issued for that phase will be considered as unauthorized work and may not be invoiced.

All payments are made at the conclusion of each phase (with the exception of Phase III – see note 2), upon written City acceptance of all services and deliverables for that phase. No requests for partial payment or percent completions estimates will be recognized.

City acceptance will be made in accordance with the project plan that is developed and approved in writing by both parties within 4 (four) months of project initiation (Exhibit A , Task 3, Phase II), but in no circumstances will be provided until complete review and revision of all deliverables and services associated with the Phase, including but not limited to passing validation of installed software, review and correction of document deliverables and testing and correction of configuration model and customizations. Written acceptance shall not be unreasonably withheld.

The first year of Maintenance Support is included at no charge through the end of production year one (1). The first year of Maintenance Support begins after Phase V – Go- Live has been accepted. Maintenance fees for years two (2) through five (5) will be billed annually in advance without retainage.

Travel Expenses will be paid at the conclusion of each phase and should be included in the invoice for the phase in which the travel occurred. Travel expenses will be reimbursed according to the City's terms and conditions with no retainage, according to the City's Standard Terms and Conditions in Section 14.

Software license fees will be paid in accordance with the Milestone Payment Schedule, which reflects an additional holdback on the licensing fees. Delivery of Software – all system software, including but not limited to HORIZON, Oracle AS, Instrument Integration and Statistical Software, will be delivered in Phase 1 and optional software will be delivered in Phase III. If a need for additional software licenses is discovered in Phase IV and V the initial holdback will be 50% with the remainder spread evenly across payments for any additional phases. Any patches or upgrades to the software during the implementation will be provided at no additional cost.

Exhibit B
Software License Agreement
HORIZON[®] LABORATORY INFORMATION MANAGEMENT SYSTEM

This Software License Agreement (“**Agreement**”) is entered into between ChemWare Inc., a North Carolina corporation (“**ChemWare**”) with its principal office at 900 Ridgefield Drive, Suite 150, Raleigh, North Carolina, 27609, and the City of Austin (“**Customer**”), with its principal office at Municipal Building, 124 W 8th Street, Austin, TX 78701.

PARAGRAPH 1
DEFINITIONS

1.1. “Software” means the executable code of the HORIZON Laboratory Information Management System Software, together with the executable code for the modules, add-ins, options, special functions, and other ChemWare products identified in Addendum A.

1.2. “Database” means the single central Oracle® database including tables for housing Laboratory Information Management System (LIMS) data established by the Software, together with any Oracle software products identified in Exhibit A under a “OR” item designation.

1.3. “Documentation” means all information provided by ChemWare which describes the installation, operation and use of the Software, in printed or electronic format.

1.4. “Materials” means the Software, Documentation and Database.

1.5. “Oracle” means the Oracle Corporation, located at 500 Oracle Parkway, Redwood Shores, California 94065.

1.6. “Installation Date” means the date on which: the Software is loaded onto Customer’s hardware.

1.7. “Licensed Unit” means the unit of measurement used to define the quantity of Materials licensed to Customer according to the following definitions:

a. “Named User” means any real person authorized by Customer to use the Materials, regardless of whether that person is actively using the Materials at any given time.

b. “Concurrent User” means any real person authorized by Customer to use the Materials simultaneously with other authorized real persons.

c. “Processor” means the CPU in the computer on which the Materials are installed and/or running. In a virtual computing environment, to count as one (1) Processor it must be either dedicated to the Materials or the Materials must be bound to the Processor; otherwise all Processors in the computer must be counted when determining compliance with the license quantity.

d. “Server” means the computer on which the Materials are installed.

e. “Instrument” means the individual analytical instrument, or instrument data system controlling that instrument, as the case may be, on which the Materials are installed.

f. “Workstation” means the individual personal computer on which the Materials are installed.

g. “Device” means the individual hardware, hardware data system, network folder or other medium for data storage.

1.8. “Embedded Software License” means a special Database licensing option limiting the Customer’s routine access to the Database to the functions provided through the Software interface.

1.9. “Licensor” means any third party software provider, including Oracle, from which ChemWare has secured the right to sublicense, distribute, integrate, and/or support the provider’s product as a module, add-in, option or special function when used in conjunction with the Materials and the terms of this Agreement.

1.10. “Contract” means contract # MA 5600 NA120000137 between ChemWare and Customer,

1.11. “Final Acceptance” means written acceptance of the system by the Customer in accordance with the terms of the Contract.

PARAGRAPH 2
LICENSE

2.1. Grant of License. ChemWare grants to Customer and Customer accepts, pursuant to the terms and conditions of this Agreement, nonexclusive, nontransferable license (“**License**”) to use the Materials commencing on the Installation Date and continuing in perpetuity unless terminated in accordance with the terms herein, with the following restrictions:

a. The Materials may be used only by Customer. Customer may not sublicense, rent, distribute, lease, timeshare or otherwise transfer or assign Customer's rights in the Materials. Customer may not act as a service bureau or provide subscription services using the Materials.

b. Customer may not change, alter, modify, translate, disassemble, decompile or reverse engineer the Materials. If Customer has an Embedded Software License, Customer may not modify the Database data structures except as may be provided through the Software interface.

c. The Materials may be installed and used by no more than the quantity of Licensed Units specified in Exhibit A (as may be amended from time to time). If Licensed Units are based on Concurrent Users or Named Users, authorization for use must be granted by defining unique individual user names and security credentials through the Software interface, which names and credentials may not be shared by other users. A previously authorized Named User may be deactivated and replaced by a new Named User, with no net change in license quantity.

d. Customer may not export or re-export the Materials or any copy, adaptation, or product thereof, directly or indirectly, in violation of any U. S. export law or other applicable regulation, or use the Materials for any purpose prohibited by these laws. The Materials, delivered to U.S. Government end users, are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR") and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the Materials shall be subject to the license and license restrictions set forth in this Agreement, and, to the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software – Restricted Rights (June 1987).

e. Customer may not publish the results of any benchmark tests on the Materials.

f. Customer may not remove or modify any ChemWare or Licensor program markings, copyright notices, trademarks or other notices of proprietary rights in the Materials.

g. All rights not expressly granted are reserved to ChemWare and its Licensors.

2.2. Additional Units and Materials. Any updates or new versions, modules, add-ins, options, customizations or special functions to the Materials provided to Customer by ChemWare shall also become part of the Materials and shall be governed by the terms of this Agreement

2.3. Copies. Customer shall not make any copies of the Materials except in accordance with the following:

a. The Materials may be copied as part of the standard backup process used by Customer, provided that such copies are used only when restored to the primary production environment and only during the term of the License granted herein. Materials may also be copied as part of the standard disaster recovery process used by Customer, provided that such copies are used only to restore services to a production environment that will be used in the event of a disaster. The copies may be used during the disaster event and to restore services to the primary production environment after the disaster is resolved.

PARAGRAPH 3 TERM

This Agreement is effective from the earlier of the date of its execution by the second party or the Installation Date, and shall continue until such time as it is terminated in accordance with the terms of this Agreement.

PARAGRAPH 4 LICENSE FEES

4.1. Customer agrees to pay ChemWare a license fee ("**License Fee**") for the License to use the Materials in accordance with the license quantities and payment terms specified in the Milestone Payment Schedule (Exhibit A). An additional license fee will be required if Customer adds to the quantity of Licensed Units or acquires licenses for additional modules, add-ins, options, special functions, customizations or other products from ChemWare, and such additional fee is deemed part of the License Fee.

4.2. All payments shall be made within the United States in U.S. dollars.

PARAGRAPH 5

OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

ChemWare and its Licensors retain all ownership and intellectual property rights in and to the Materials. Customer acknowledges that the Materials and any modifications, copies or derivatives thereof are the sole and exclusive property of ChemWare and its Licensors, regardless of the form or media in which the original or copies may exist. The Software, including its code, logic, design and structure, contains trade secrets which are the sole property of ChemWare, and Customer agrees to secure and protect the Software so that ChemWare's trade secrets therein are not disclosed to any third parties.

PARAGRAPH 6

CONFIDENTIAL INFORMATION

All information related to the nature and use of the Materials is confidential. Customer will use its best efforts and take all reasonable steps to protect the Materials from unauthorized reproduction, publication, disclosure or distribution. ChemWare shall maintain the confidentiality of Customer information in accordance with the Confidentiality provisions of the Contract.

PARAGRAPH 7

LIMITED WARRANTIES

7.1. ChemWare makes the following warranties to Customer with respect to the Materials:

a. The Warranty Period begins on the Go-Live date and continues for twelve (12) months after the date of Final Acceptance ("**Warranty Period**"), if the Software, as delivered (and, if applicable, installed) by ChemWare fails to perform in accordance with the specifications in the Documentation or Contract, and provided that ChemWare is given written notice of the failure within this Warranty Period, ChemWare will correct or bypass such error to the extent the error (i) materially affects the user's ability to use the Software in accordance with the Documentation or Contract; and (ii) can be reproduced or recreated by ChemWare under similar conditions and in a commercially reasonable manner. ChemWare shall have no obligation to correct or bypass errors under this warranty which result from: (iii) modification of the Materials by a person other than ChemWare; (iv) errors caused by defects, problems or failures of hardware, software or other components or systems not provided by ChemWare; or (v) introduction of errors caused by the negligence of Customer or other non-ChemWare personnel.

b. If the Materials, as delivered to Customer, are alleged to infringe any registered trademark, registered service mark, copyright or patent, or to misappropriate any trade secrets of a third party (or if ChemWare otherwise believes the Materials may infringe or misappropriate), ChemWare will make commercially reasonable efforts to either modify the Materials to be noninfringing (while substantially preserving the utility and functionality of the affected portion of the Materials) or obtain a license to continue use.

PARAGRAPH 8

LIMITATIONS ON LIABILITY

8.1. In the event of a breach of the warranty set forth in Paragraph 7.1a, and provided that such breach continues for a period of thirty (30) days after Customer gives written notice to ChemWare of the breach, then Customer may terminate this Agreement and recover the License Fees paid to ChemWare through the date of termination and once the License is terminated. Except as set forth in the Contract, this is Customer's exclusive remedy.

8.2. In the event Customer alleges a breach of the warranty set forth in Paragraph 7.1b, or in the event ChemWare otherwise terminates part of the License granted hereunder based on an allegation or determination that any part of the Materials infringe the intellectual property of a third party, then ChemWare's liability shall be limited to a refund of the License Fees actually paid to ChemWare for the applicable part of the Materials for which the License has been terminated. Except as set forth in the Contract, this is Customer's exclusive remedy.

8.3. Except with respect to damages arising out of or related to a breach of Paragraphs 7.1a or 7.1b, the remedies for which are set forth exclusively above, or damages which may arise as a direct result of ChemWare's gross negligence, ChemWare's liability to Customer for damages arising from or related to this Agreement shall be limited to the amount of the License Fees Customer has paid to ChemWare hereunder.

8.4. Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, whether in tort or contract or based on any other legal theory. Neither ChemWare nor its Licensors,

including but not limited to Oracle, shall be liable for damages from interruption of business, loss of use of the Materials, loss of profits, revenue, data, or data use, cost of recreating data, cost of capital, cost of any substitute software, or losses caused by delay, even if ChemWare or its Licensors, including but not limited to Oracle, has been advised of the likelihood of such damages occurring.

PARAGRAPH 9
INDEMNIFICATION

9.1. Subject to the limitations in Paragraph 9.2, ChemWare (or Oracle if the claims relate to the Database) agrees to indemnify and defend Customer with respect to any claim brought against Customer based on alleged infringement by the Materials of the claimant's intellectual property rights, provided Customer must:

- a. Provide written notice to ChemWare not later than fifteen (15) days after Customer receives notice of a claim or suit; and
- b. Give ChemWare (or Oracle if the claims relate to the Database) sole control of the defense and any settlement negotiations; and
- c. Give ChemWare (or Oracle if the claims relate to the Database) the information, authority and assistance requested to defend against or settle the claim. ChemWare may settle any such claim in any manner it deems appropriate, provided that Customer shall have no obligation to make a payment under any such settlement without its prior consent. Customer shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

9.2. ChemWare (or Oracle, as applicable) shall have no indemnification obligation to Customer other than as set forth in Paragraph 9.1. In clarification but not limitation of the foregoing, neither ChemWare nor Oracle will indemnify Customer if Customer:

- a. Makes a claim based upon third party programs or ancillary programs not included in the Materials; or
- b. Alters the Materials or uses a version of the Materials which has been superseded, and the infringement claim could have been avoided by using an unaltered current version of the Materials; or
- c. Combines the Materials with any other software or hardware not furnished by ChemWare or Oracle; or
- d. Uses the Materials outside the scope of use set forth in the Documentation.

PARAGRAPH 10
NOTICES

All notices under this Agreement shall be delivered in accordance with the terms of the Contract.

PARAGRAPH 11
ASSIGNMENT

Assignment of any right, remedy, obligation, or liability under this Agreement, by either party, shall be made in accordance with the terms of the Contract.

PARAGRAPH 12
FORCE MAJEURE

Superseded by terms of the Contract.

PARAGRAPH 13
TERMINATION

13.1. The License granted hereunder shall automatically terminate with the termination of this Agreement.

13.2. In the event of any default of any obligation under this Agreement which remains uncured thirty (30) days after receipt of a written notice identifying in detail the nature of the default and the expectations to cure the default, the non-defaulting party may terminate this Agreement.

13.3. Within ten (10) days after termination of this Agreement, Customer shall discontinue use of the Materials; shall either return to ChemWare the Materials and all copies thereof, or delete or destroy all copies of the Materials; and deliver to ChemWare a written certification as such.

13.4. Upon termination of this Agreement, except termination by Customer as a result of a breach by ChemWare of Paragraph 7.1a or 7.1b, all unpaid License Fees shall immediately become due and payable.

13.5. Notwithstanding Paragraph 13.4, no further License Fee payment shall be due in the event of termination of this Agreement pursuant to the terms of Paragraph 8.1 or 8.2, and Customer may recover damages as set forth in Paragraph 8.1 or 8.2, as applicable and as limited thereby.

13.5. Any provision of this Agreement which by its terms imposes continuing obligations, including but not limited to Paragraphs 4, 5, 6, 7, 8, 9, 13, 14 and 15, shall survive the termination of this Agreement. No term of this Agreement shall limit Customer's ability to terminate in accordance with the terms of the Contract.

PARAGRAPH 14

GOVERNING LAW AND ADJUDICATION

Superseded by terms of the Contract.

PARAGRAPH 15

RELATIONSHIP BETWEEN CHEMWARE AND ORACLE

The parties agree that Oracle is a third party beneficiary of this Agreement. ChemWare is an independent contractor/licensee in all matters relating to its contracts with Oracle. Except for as specifically identified in this Agreement, neither ChemWare nor Oracle has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity.

PARAGRAPH 16

WAIVER AND SEVERABILITY

16.1. Superseded by terms of the Contract.

PARAGRAPH 17

TAXES

17.1 Superseded by terms of the Contract.

PARAGRAPH 18

WHOLE AGREEMENT

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement, including its Exhibits, is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto. Any term or condition on a printed form which shall be sent to ChemWare from Customer shall have no effect, and shall not modify, add to, or subtract from the obligations and rights set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

ChemWare, Inc.

Organization

Signed: _____
Print: Mark Grosskopf
Title: CEO and President
Date: _____

Signed: _____ (SEAL)
Print: _____
Title: _____
Date: _____

ADDENDUM A
TO SOFTWARE LICENSE AGREEMENT

A. LICENSED MATERIALS:

The Materials included in this License are itemized in the Licensed Units and quantities described below:

Material Software Licensing	Qty	Unit of Measure
Production Environment		
Core System Licenses	40	Named Users
Reporting System Licenses	100	Named Users
Instrument Integration Licenses Tier 1 from RFP Table 8.1	10	Instrument connections
Statistical Package Licenses	1	Client workstation
Other Licensing HORIZON Field Data Capture	15	Named Users
Oracle Forms Services	40	Named Users
Test Environment		
Core System Licenses	Included	
Oracle Forms Services (10 user minimum)	10	Named Users
Reporting System Licenses (minimum # of licenses)	5	Named Users

ADDENDUM B
TO SOFTWARE LICENSE AGREEMENT

A. LICENSE FEE: \$269,884

The License Fees, payment terms, and related Terms and Conditions are described in ChemWare's Best and Final Offer, dated April 10, 2012. (Exhibit A)

B. PAYMENT SCHEDULE:

- The entire License Fee shall be paid upon execution of the License Agreement.
- The License Fee shall be paid in accordance with the Milestone Payment Schedule incorporated into the final contract between AWU and ChemWare. (Exhibit A)

Exhibit C
Technical Services Agreement

HORIZON[®] LABORATORY INFORMATION MANAGEMENT SYSTEM

This Technical Services Agreement (“**Agreement**”) is made and entered into as of the date of the last signature below, between ChemWare Inc., a North Carolina corporation (“**ChemWare**”) with its principal office at 900 Ridgefield Drive, Suite 150, Raleigh, North Carolina, 27609, and the City of Austin (“**Customer**”), with its principal office at Municipal Building, 124 W 8th Street, Austin, TX 78701.

In consideration of the services to be provided by ChemWare, the payments to be made by Customer, and the other promises set forth below and in contract # _____ between ChemWare and Customer (“**Contract**”), the parties agree as follows:

PARAGRAPH 1
SERVICES

1.1. General Description. Subject to the terms of this Agreement, ChemWare agrees to provide certain services related to the installation, implementation, management, customization and use of the HORIZON[®] Laboratory Information Management System (the “Software”) licensed to Customer by ChemWare pursuant to a separate license agreement (the “Software License Agreement”) and Contract. The services to be provided to Customer by ChemWare shall include only those services (“Services”) set forth in the services sections (project management and implementation, training and special programming/customization) of the associated ChemWare-issued quotation (“Quotation”), and, if applicable, the Request for Services or Software Change document(s) (“RSSC”), with effective dates as described in Addendum_A and for so long as this Agreement shall remain in effect. The tasks, dependencies, usability criteria and any other related description of Services in the Quotation, Contract, and, if applicable, the RSSC, shall comprise the “Specifications.” Customer acknowledges and agrees that it is responsible for carefully reviewing the Specifications prior to acceptance. Customer further acknowledges that ChemWare shall not be responsible for any additional costs or delays incurred as a result of Customer error, omission, or modification in the Specifications. If there is any conflict between the Quotation, RSSC and this Agreement, the provisions of this Agreement shall control.

1.2. Performance of Services. ChemWare shall perform the Services in accordance with the terms and conditions set forth in the Quotation and Contract. Subject to the terms of this Agreement and Contract: (a) ChemWare has the sole and exclusive right to control and direct the manner and means by which ChemWare renders the Services, provided that such manner and means meet the Specifications; and (b) ChemWare may perform the duties at any time or pursuant to any schedule, provided that such performance meets any schedules set forth in the Specifications. Notwithstanding the foregoing, ChemWare may, at its option, cancel or reschedule any scheduled Service in case of instructor illness or other unforeseen circumstance beyond ChemWare’s direct control. In the event of such cancellation, ChemWare shall make commercially reasonable efforts to reschedule the Service at the Customer’s convenience.

1.3. Installation and Testing Services. If the Quotation or Contract indicates that ChemWare will provide installation Services, Customer shall, at ChemWare’s request, provide a written description of Customer’s system architecture, including but not limited to hardware and network configuration. ChemWare shall coordinate with Customer on timing, and at the agreed-upon time shall install the Software onto the hardware at such time as ChemWare has received: (a) the hardware shipped to ChemWare, or (b) notification from Customer that all necessary

hardware described in the Specifications is installed on the Customer's network and ready for the installation of the Software.

1.4. System Configuration Services. If the Quotation or Contract indicates that ChemWare will provide system configuration Services, Customer shall provide ChemWare with all requested documentation and input necessary for ChemWare to commence configuration Services.

1.5. Training Services. If the Quotation or Contract indicates that ChemWare will provide training Services, ChemWare shall provide such training and instruction at a mutually agreed upon time. Unless otherwise agreed by the parties with respect to a specific training session, all training shall be scheduled for and take place between the hours of 8:00 am and 6:00 pm local time. Unless authorized in writing by ChemWare, training Services may not be attended by third party persons, entities or personnel, including but not limited to Customer's contractors or consultants.

1.6. Customization/Special Programming Services. If the Quotation or Contract indicates that ChemWare will provide any customization or special programming Services, a RSSC must be prepared by ChemWare, and reviewed and signed by Customer, prior to commencing Services. If the Quotation or Contract indicates that ChemWare will provide data export or migration Services, Customer shall provide ChemWare with: (a) the data files to be migrated, in a format required by ChemWare; and (b) a description of the third party software on which the Customer applications and files are currently running, which may include an entity relationship diagram. Customer shall pay the full cost of obtaining and installing the data and information, including any costs of reruns or reinstallation if the data or the media on which it has been provided are in any way defective. Customer is responsible for keeping a backup of all data and information files that allow for the recreation of the data and information files in the event that those provided to ChemWare are lost or destroyed. The City will only approve functional specifications, not technical specifications.

PARAGRAPH 2

CUSTOMER OBLIGATIONS

2. Customer shall provide the information and services set forth below and in the Contract. Any failure to meet such obligations in the time period set forth shall be a material breach of this Agreement by Customer.

2.1. Customer Information Delivery. Prior to the commencement of Services, Customer shall provide ChemWare with the information identified in the Specifications. In addition, Customer shall make good faith efforts to promptly provide ChemWare with all additional information requested by ChemWare and necessary for the provision of Services.

2.2. Availability of Human Resources. Customer hereby acknowledges and agrees that it may be necessary for certain of its staff, vendors and/or consultants ("key contacts") to interact with ChemWare in order for ChemWare to perform the Services. Therefore, within one (1) week following a request by ChemWare that certain key contacts be made available on specified dates/times to participate in interactions with ChemWare, and provided that Customer shall be under no obligation to make former employees or former consultants so available, Customer shall: (a) make such key contacts available to ChemWare on the dates/times specified; or (b) provide qualified and suitable replacements for key contacts on the dates/times specified; or (c) provide ChemWare with alternative dates/times that such key contacts will be available. Should Customer fail to meet its obligations with respect to this Paragraph 2.2, ChemWare shall have the right to cancel and reschedule the Services with no liability of any kind, and Customer shall be subject to a Cancellation Payment pursuant to Paragraph 5.2.

2.3. Working Facilities. Customer shall be responsible, at its own expense, for preparing its location/facilities for the Services, including but not limited to any modifications necessary to make the Customer location comply with any utility, climate control, communication interface or other specifications. Customer shall provide, at no cost to ChemWare, access to suitable office space with electrical connection and scanner/photocopier capabilities if such facilities are reasonably required to perform the Services. If performance of Services reasonably requires access to Customer facilities during non-business hours, Customer shall provide ChemWare such access. In addition, Customer shall provide access to or use of its records or documents as well as of its computer equipment, as are reasonably required for the performance of the Services. In connection with any disclosure, ChemWare agrees to execute in advance any necessary confidentiality agreement and to comply with all local, state and federal regulations.

PARAGRAPH 3

ACCEPTANCE OF DELIVERABLES AND SERVICES

3. ChemWare shall notify Customer at such time as any service, milestone or other distinct portion of the Services provided under this Agreement (“Deliverable”) has been delivered.

3.1 Critical Issues and Non-Critical Issues, as defined in Exhibit E, that Customer identifies during implementation shall be reported to ChemWare. Escalation efforts to resolve Critical and Non-Critical issues are defined in the Escalation Chart, set forth below. The Escalation Chart indicates the order which must be followed and the time period before the next level is pursued.

Escalation Chart

ChemWare	Time period from Initial Report of a Critical Issue	Time period from Initial Report of a Non Critical Issue
Project Manager (or implementation specialist)	2 business days	5 business days
Director of Professional Services	5 business days	10 business days
Vice President/General Manager	10 business days	15 business days

PARAGRAPH 4

OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

4.1. Software. Customer acknowledges that any software code produced by ChemWare pursuant to this Agreement, whether in source, object or executable (human or machine-readable) form, regardless of whether it is compiled, and including without limitation all code for objects, algorithms, routines and utilities, and all documentation, regardless of the media on which it exists, is owned, and the copyright and trade secrets for such software, all interfaces to third party software, all patents rights and all right, title and interest associated with any ideas, concepts, techniques, inventions, processes, or works of authorship related to any modifications to the Software, including but not limited to all copyrights, patents, trade secrets, or other intellectual property rights, that are not physically incorporated in such modifications to the Software, shall be owned solely by ChemWare. Such ownership shall exist regardless of whether Customer’s employees or contractors shall have contributed to the idea or conception of any part of the modification. Customer agrees to execute any documents that may become necessary to evidence such ownership. Any use of software code produced by ChemWare pursuant to this Agreement shall be governed by the terms and conditions of the Software License Agreement.

4.2. Training Materials. To the extent that ChemWare may prepare, create, customize or deliver any training services materials, all right, title and interest in and to the materials, including but not limited to the underlying intellectual property rights, shall be owned by ChemWare.

4.3. Skills. Customer recognizes that ChemWare may develop certain analytical skills, prepare certain analyses, develop or discover certain trade secrets and acquire certain general knowledge in the course of performing the Services under this Agreement (the "Intellectual Property"). Customer agrees that ChemWare is the owner of this Intellectual Property, including without limitation each and every invention, creation, discovery, improvement, design, or process made or discovered by ChemWare employees or subcontractors while working for Customer under this Agreement. ChemWare may use or disclose the Intellectual Property on behalf of or to any party, at the sole discretion of ChemWare, without any liability to Customer, provided such use or disclosure does not violate the confidentiality requirements of Paragraph 7 of this Agreement. Customer further agrees that it has no right to use or disclose this Intellectual Property, except to the extent that it is part of the reports, documents, training materials, memoranda or other deliverables prepared by ChemWare pursuant to this Agreement or as otherwise authorized in writing by ChemWare.

PARAGRAPH 5 FEES AND CHARGES

5.1. Fees. All Services shall be billed according to the rates and terms described in the Contract Addendum A

5.2. Cancellation Payment. Except for circumstances not reasonably within Customer's control, Customer shall be obligated to pay the full amount of travel expenses that would have been due upon completion of any scheduled Service (any service that both parties agree to), if Customer: (i) cancels with less than one week's prior written notice, (ii) fails to show, or (iii) is otherwise unprepared to receive such Service as previously agreed to in writing. Customer shall have no obligation to pay for a cancelled Service if written notice is provided to ChemWare at least one week prior to the scheduled start date of the Service. Except for ChemWare's cancellation of a Service pursuant to Paragraph 2.2, Customer shall be under no obligation to pay ChemWare should ChemWare cancel a scheduled Service.

5.3. Expenses. Customer shall reimburse ChemWare for all reasonable out-of-pocket expenses incurred in connection with its provision of any Services pursuant to this Agreement, in accordance with the terms of the Contract. Such reimbursable expenses shall specifically include any expenses related to noncancellable travel and lodging, or cancellation charges that ChemWare may reasonably incur notwithstanding Customer's otherwise timely cancellation of the Services to which the travel and lodging relates.

PARAGRAPH 6 TERMINATION

The term of this Agreement shall continue until Services are completed, unless terminated earlier as provided below.

6.1. Termination for Cause. If either party materially defaults in the performance of any of its duties or obligations under this Agreement (except for a default in payments to ChemWare), which default is not substantially cured within thirty (30) days after written notice is given to the defaulting party specifying the default, or, with respect to those defaults which are capable of being cured within a reasonable period of time but which cannot reasonably be cured within thirty (30) days, if the defaulting party fails to proceed within thirty (30) days to commence curing said default and to proceed with all due diligence substantially to cure the default, then the party

not in default may, by giving written notice of termination to the defaulting party, terminate this Agreement.

6.2. Termination for Other Reasons. Customer may terminate this Agreement at any time and without cause upon thirty (30) days prior written notice.

6.3. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, ChemWare shall be paid for all Services performed or expenses incurred or obligated prior to the effective date of termination, including without limitation for all Services or portions of Services actually performed, all Services terminated without adequate notice, and all expenses incurred and not previously invoiced. In the event of termination of this Agreement prior to Customer Final System Acceptance, Customer will not pay retainage, hold back of license fees or any outstanding balances or services that have not been accepted by Customer in writing. Termination of this Agreement shall result in cancellation of all then-scheduled Services, as well as termination of all Services that may then be underway. Termination of this Agreement shall in no way impact the rights and obligations set forth in the Software License Agreement. Any provision of this Agreement, which by its terms imposes continuing obligations on the parties, shall survive the expiration or termination of this Agreement, including without limitation Paragraphs 2.4, 4, 5.4, 6.3, 7, 8, 9 and 16. No term of this Agreement shall limit Customer's ability to terminate in accordance with the terms of the Contract.

PARAGRAPH 7

CONFIDENTIAL INFORMATION

7.1. Definition. Each of the parties recognizes that during the term of this Agreement it may receive from the other party information that may be confidential ("**Confidential Information**"). For the purpose of this Paragraph, the party receiving the Confidential Information shall be referred to as the "**Receiving Party**" and the party disclosing the Confidential information shall be referred to as the "**Disclosing Party**." No information shall be considered as Confidential Information, however, unless it is provided in writing and the writing is clearly marked as "**Confidential**". It is understood, however, that no information shall be considered as Confidential Information, regardless of its having been marked as such, if: (i) it was in the public domain at the time of disclosure to Receiving Party; or (ii) it entered the public domain through no fault of Receiving Party; or (iii) it was in Receiving Party's possession free of any obligation of confidence at the time of Disclosing Party's disclosure to Receiving Party; or (iv) it was rightfully communicated by a third party to Receiving Party free of any obligation of confidence subsequent to the time of Customer's disclosure to ChemWare; or (v) it was communicated by Customer to a third party free of any obligation of confidence; or (vi) it is developed by employees or agents of ChemWare independently of and without reference to any of Customer's Confidential Information. If there is a conflict between any terms of this Paragraph 7 and the Contract, the terms of the Contract shall prevail.

PARAGRAPH 8

LIMITED WARRANTIES

8.1. Warranty by ChemWare. Except as specified otherwise in the Contract, ChemWare warrants that for a period of sixty (60) days after delivery of any Deliverable pursuant to this Agreement, the Deliverable shall conform in all material respects to the Specifications. EXCEPT AS PROVIDED IN THIS PARAGRAPH 8.1 AND THE CONTRACT, CHEMWARE MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, THE SERVICES, DELIVERABLES, REPORTS, ANALYSES, DOCUMENTS, MEMORANDA, SOFTWARE, ON-LINE WORKS OR OTHER MATTERS PRODUCED OR PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY WARRANTY PROVIDED HEREUNDER APPLY TO THE FUNCTIONALITY OF THE SOFTWARE. ALL WARRANTIES RELATED TO THE SOFTWARE SHALL BE AS SET FORTH IN THE SOFTWARE LICENSE

AGREEMENT AND THE CONTRACT. The stated express warranties are in lieu of all obligations or liabilities on the part of ChemWare arising out of or in connection with the performance of this Agreement.

8.2. Warranty by Customer. Customer warrants that it owns all right, title, and interest in all data and information, and any specifications, design requirements, or other information furnished by Customer to ChemWare in connection with ChemWare' performance of the Services, or to the extent that Customer does not have such ownership rights Customer warrants it shall have obtained all rights required for ChemWare to make use of the data and information, prior to providing such other data and information to ChemWare.

PARAGRAPH 9

LIMITATIONS OF LIABILITY

Except as otherwise specified in the Contract, Customer acknowledges that it is responsible for the successful configuration, application, validation, operation, and management of the Software, including implementation of appropriate systems, procedures, and safeguards, whether or not any part of the Software is configured or modified through Services provided by ChemWare. Customer further acknowledges that it is solely responsible for the results produced by the Software as they pertain to the Customer's business and requirements, and is solely responsible for hiring and training appropriate personnel to utilize the Services and operate the Software. Except as otherwise specified in the Contract, Customer agrees that regardless of the form of any claim, CUSTOMER'S SOLE REMEDY AND CHEMWARE'S SOLE OBLIGATION WITH RESPECT TO ANY CLAIMS MADE RELATED TO OR ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY THIS AGREEMENT, AND IN ALL CASES CUSTOMER'S REMEDIES SHALL BE LIMITED SPECIFICALLY TO, CITY'S OPTION, CORRECTION OF THE DELIVERABLES OR REIMBURSEMENT OF PAYMENTS MADE FOR THE DELIVERABLES OR PORTION OF THE SERVICES IN DISPUTE. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL CHEMWARE OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE PERFORMANCE OF THIS AGREEMENT ON BEHALF OF CHEMWARE, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF CHEMWARE HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION DAMAGES FROM INTERRUPTION OF BUSINESS, LOSS OF INCOME OR OPPORTUNITIES, LOSS OF USE OF SOFTWARE, LOSS OF DATA, COST OF RECREATING DATA OR COST OF CAPITAL.

PARAGRAPH 10

RELATIONSHIP OF PARTIES

Superseded by terms of the Contract.

PARAGRAPH 11

FORCE MAJEURE

Superseded by terms of the Contract.

PARAGRAPH 12

NON-SOLICITATION

Unless written approval is granted by the other party, each party agrees to refrain from soliciting, hiring or contracting or attempting to hire or contract the other's employees or subcontractors who have been involved with the provision of Services under this Agreement for a period of one (1) year from the last date of provision of such Services by such employee or subcontractor.

PARAGRAPH 13
SEVERABILITY

In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed by the arbitrator so that each party shall have the obligation to perform reasonably alternatively to give the other party the benefit of the bargain. The remaining provisions shall be enforced to the maximum extent permitted by applicable law.

PARAGRAPH 14
ASSIGNMENT

Superseded by terms of the Contract.

PARAGRAPH 15
WAIVER

Superseded by terms of the Contract.

PARAGRAPH 16
GOVERNING LAW

Superseded by terms of the Contract.

PARAGRAPH 17
ENTIRE AGREEMENT

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement, including its Exhibits, is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto. Any term or condition on a printed form which shall be sent to ChemWare from Customer shall have no effect, and shall not modify, add to, or subtract from the obligations and rights set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

ChemWare, Inc.

Organization

Signed: _____
Print: Mark Grosskopf
Title: CEO and President
Date: _____

Signed: _____(SEAL)
Print: _____
Title: _____
Date: _____

**ADDENDUM A
TO TECHNICAL SERVICES AGREEMENT**

A. EFFECTIVE DATE OF SERVICES:

All Services described in a ChemWare proposal or quotation associated with the initial purchase of the HORIZON® Laboratory Information Management System shall be governed by the terms of this Agreement unless terminated pursuant to the terms of Paragraph 6 or modified pursuant to the terms of Paragraph 17.

B. RATE SCHEDULE:

Rates for Services outside the Scope of Work, in accordance with the City's Solicitation No. MS00062, vary depending on the level of expertise required, the location (at Customer site or at ChemWare), whether the request is made during normal working hours, and whether the scope of work is well-defined and able to be scheduled in advance over a block of time (as is the case for Services described by an RSSC). Normal working hours are 8am – 6pm Central Standard Time, Monday-Friday, except on ChemWare holidays. All rates are billable in ½ hour increments, and are exclusive of any travel expenses or applicable sales or use taxes, which will be computed and billed separately. Travel time to and from Customer site is not billable.

Type and Location of Service		Scheduled in Advance ¹	Unscheduled Services	Emergency Support ²	On Call Support ³
		• Fixed SOW • Not-to-Exceed Quote	• Variable SOW • Hourly/Daily Rate	• Variable SOW • Hourly/Daily Rate	• Variable SOW • Hourly/Daily Rate
		Normal Working Hours		After Hours	
At ChemWare	General Services	\$149/hour (\$1,192/day)	\$187/hour (\$1,496/day)	\$380/hour 4 hour minimum charge	\$380/hour 4 hour minimum charge
	Advanced/Other	\$187/hour (\$1,496/day)	\$249/hour (\$1,992/day)	\$530/hour 4 hour minimum charge	\$530/hour 4 hour minimum charge
Off-Site	General Services	\$187/hour (\$1,496/day)	\$249/hour 16 hour minimum charge	\$380/hour 16 hour minimum charge	Not Applicable
	Advanced/Other	\$249/hour (\$1,992/day)	\$324/hour 16 hour minimum charge	\$530/hour 16 hour minimum charge	Not Applicable

¹About 95% of all Other Service requests fall into this category (rates in bold), the majority of which are characterized as General Services.

²Based on resource availability. For "on call" emergency support, refer to Paragraph C.

³Must be established in advance through pre-approved credit card or purchase order. Refer to Paragraph C.

General Services Level: Project Managers, Customer Support, Programmers

- Software Installation and Testing
- System Configuration Assistance
- Custom Programming
- Data Migration/Conversion

- Methods Customization and Control Table Enhancements
- Introductory Training

Advanced Services Level: Sr. Project Managers, Sr. Programmers, Developers, Certified Specialists/Engineers, Managers/Executives

- LIMS/Automation Needs Analysis
- Oracle Troubleshooting and Tuning
- Systems Consulting or Business Process Analysis
- Intermediate and Advanced Training
- Assistance with Hardware, Network, Printers, Operating Systems, Communications Systems

C. "ON CALL" EMERGENCY SUPPORT OPTION AVAILABILITY:

X "On Call" Emergency Support Option has not been established.

"On Call" Emergency Support Option has been established; see Rate Schedule in Paragraph B. Customer has been provided access to emergency cell phone/pager number for 24x7x365 technical support on emergencies involving the warranted Materials (as defined in the Software Maintenance Agreement). Services on "Unsupported Items" may be made available on a "best effort" (unwarranted) basis. **Note: This service level option automatically terminates in the event sufficient funds are not available to cover the cost of the emergency service(s) requested.**

Exhibit D
Standard Software Maintenance Agreement

HORIZON® LABORATORY INFORMATION MANAGEMENT SYSTEM

This Standard Software Maintenance Agreement (“**Agreement**”) is made and entered into as of the date of the last signature below, between ChemWare Inc., a North Carolina corporation (“**ChemWare**”) with its principal office at 900 Ridgefield Drive, Suite 150, Raleigh, North Carolina, 27609, and the City of Austin (“**Customer**”), with its principal office at Municipal Building, 124 W 8th Street, Austin, TX 78701.

WITNESSETH:

WHEREAS, ChemWare and Customer enter into a Software License Agreement effective on the date signed by the City (Effective Date) (“**License Agreement**”); and

WHEREAS, Customer desires to obtain from ChemWare certain software maintenance services with respect to the License Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set out in this Agreement, the parties agree as follows:

PARAGRAPH 1
DEFINITIONS

1.1. “Software” means the executable code of the HORIZON Laboratory Information Management System Software, together with the executable code for the modules, add-ins, options, special functions, and other ChemWare products included in the terms of the License Agreement.

1.2. “Database” means the single central Oracle® database including tables for housing Laboratory Information Management System (LIMS) data established by the Software, together with any other Oracle software products included in the terms of the License Agreement.

1.3. “Documentation” means all information provided by ChemWare which describes the installation, operation and use of the Software, in printed or electronic format.

1.4. “Materials” means the Software, Documentation and Database.

1.5. “Oracle” means the Oracle Corporation, located at 500 Oracle Parkway, Redwood Shores, California 94065.

1.6. “Parser” means an executable program, routine, or other code or method developed by ChemWare to reformat data and generate an output file.

1.7. “Error Correction” means (i) a software modification or addition that, when made or added to the Materials, establishes material conformity of the Materials to the Documentation; (ii) a procedure or routine that, when observed in the regular operation of the Materials, eliminates or bypasses the practical adverse effect on Customer of such nonconformity; or (iii) an update to the Documentation to reflect the intended description of the proper use of the Materials.

1.8. “Updates” means any additional or supplemental releases of the Materials made generally available under this Agreement, and which may include Error Corrections or enhancements to the Materials. The Updates do not include fundamental changes to the graphical user interface technology, supported database or operating system platform, or any additional hardware or software necessary to support such changes.

1.9. “Unsupported Items” shall include but not be limited to the following, whether or not provided by ChemWare: (i) scripts; (ii) Materials or other software beyond the warranty period; (iii) example software (e.g., off-the-shelf reports, calculations, triggers or interfaces) to assist users in extending the Software’s functionality; (iv) Parsers for versions of instruments or data

sources other than those for which the Parsers were originally developed; (v) Updates other than the most recent Update of the Materials, provided that ChemWare shall continue to support prior Updates for a period of sixty (60) days from the date of the most recent Update; and (vi) hardware.

1.10. "Contract" means contract #MA 5600 NA 120000137 between ChemWare and Customer,

1.11. "Customer Error" means an error in the functioning of the Materials which results from (i) defects, problems, failures, or use with hardware, software or other components or systems not provided by ChemWare; (ii) use with Unsupported Items; (iii) negligence of Customer or other non-ChemWare personnel; or (iv) modification of the Materials by Customer, including without limitation changes made by Customer to the control tables and computation routines in a manner inconsistent with the Documentation, Contract, or ChemWare-provided training. Customer Error shall also mean an error resulting from Customer's use of the Materials (v) in a manner that is not within ordinary use of the Materials as described in the Documentation or Contract; or (vi) in a computing environment not certified or recommended by ChemWare for use with the Materials.

1.12. "Error" means any error in the Documentation or failure of the Software, as delivered (and, if applicable, installed) by ChemWare, that materially affects the user's ability to use the Software in accordance with the Documentation or Contract, to the extent the error or failure is not the result of Customer Error.

1.13. "Normal Working Hours" means the hours between 8:00 A.M. and 6:00 P.M. Central Standard Time, Monday through Friday, excluding regularly scheduled ChemWare holidays.

PARAGRAPH 2

OBLIGATIONS AND SERVICES

2.1. Customer Obligations.

a. Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, operating systems and other hardware and software necessary to operate the Materials in conformance with the Documentation.

b. Customer shall be responsible for installing and implementing the Materials, unless such services are provided by ChemWare pursuant to a separate agreement.

c. Customer shall designate up to three (3) contact persons ("**Customer Technical Representatives**") for all software support and maintenance communication with ChemWare's designated Technical Support and Project Management points-of-contact, and each Customer Technical Representative shall only be designated as such following successful completion of all ChemWare-recommended training on implementation and use of the Materials.

Susan Davis, Programmer Analyst Sr., susan.davis@austintexas.gov, office 512-974-1404, cell 512-748-0355

Phil Barrett, Division Mgr. Information Systems, phil.barrett@austintexas.gov, office 512-972-0446

Or other designees.

d. Prior to contacting ChemWare for assistance, the Customer Technical Representative shall use his or her own expertise and careful review of the Documentation to attempt to resolve Customer's questions or issues relating to the Materials.

e. The Customer Technical Representative shall provide ongoing and timely feedback to ChemWare in support of all troubleshooting and resolution activities relating to the Materials. In some cases, this feedback may require the Customer Technical Representative to supply a

reproducible test case, database export, documentation (such as screen captures), or remote or on-site access to Customer's software and hardware.

2.2. Covered Services. During Normal Working Hours and throughout the term of this Agreement:

a. ChemWare shall provide to the Customer Technical Representatives telephone and e-mail support related to (i) Error notification and resolution; (ii) questions on functional and operational issues related to the Materials; (iii) configuration of the control tables and results computations; and (iv) installation of new Updates.

b. ChemWare shall adequately staff a call support center with trained, full-time employees capable of rendering the Covered Services.

c. ChemWare shall maintain a technical support request database for tracking the disposition of all technical support requests, software change requests, and related communications and diagnostic information.

d. ChemWare shall be responsible for Error Correction, provided that (i) ChemWare is given written notice of the Error by the Customer during the term of this Agreement; and (ii) the Error can be reproduced or recreated by ChemWare under similar conditions and in a commercially reasonable manner.

e. If the Error affects the use of the Materials in a production environment, ChemWare shall provide Error Correction through a "service pack" or "patch," which may be downloaded from ChemWare's web site, and ChemWare shall include the Error Correction in all subsequent Updates of the Materials.

2.3. Other Services. Any services not specified in Paragraph 2.2 above will be considered "Other Services."

a. Other Services shall include, but not be limited to, (i) correction of Customer Errors; (ii) services provided outside of Normal Working Hours; (iii) assistance with installation of Updates if it is more practical, in ChemWare's sole opinion, to provide the service at Customer's site; (iv) training; (v) system configuration; (vi) custom programming; (vii) methods customization; (viii) data imports or conversion (such as client and sample results data migration); (ix) control table enhancements; (x) custom interface development; (xi) report customization or development; (xii) consulting or project management services; or (xiii) network, database management or recovery, operating system, hardware or other IT service not specifically identified in Paragraph 2.2 as a Covered Service.

b. Other Services may be provided by ChemWare, at its sole discretion, subject to staff availability and pursuant to the additional payments and terms specified in Addendum A to Technical Services Agreement and (if applicable) a separate Technical Services Agreement by and between the parties.

c. If Customer notifies ChemWare of an Error, and after investigation by ChemWare it is determined that the problem is the result of Customer Error, ChemWare reserves the right to bill Customer as an Other Service for all time and expenses accrued in making this determination.

PARAGRAPH 3 FEES AND CHARGES

3.1. Maintenance Fees. Fees for the term of this Agreement shall be as set forth in Exhibit A and shall be due and payable upon execution of this Agreement. Thereafter, Customer may renew this Agreement for consecutive one year terms upon payment of the annual maintenance fee. Maintenance fees are firm for years (2) two through (5) five. Maintenance fees may be adjusted only if Customer adds additional licenses. If Customer adds additional licenses, ChemWare will recalculate the maintenance fees by the same percentage and calculation used in ChemWare's Quote. A renewal notice and quotation shall be sent to Customer at least sixty (60) days before the beginning of each renewal term, followed by an invoice no later than thirty

(30) days before the beginning of each renewal term. Full payment shall be due on or before the first day of the renewal support period.

3.2. Emergency Support. This Agreement does **not** include support services outside of Normal Business Hours or “on call” 24-hour/365 days support. Any such “Emergency Support” service is considered an Other Service.

3.3. Payment Terms. Payments are due to ChemWare within thirty (30) days from receipt of invoice, or as otherwise specified in the Contract. If payment is not made within thirty (30) days, Customer agrees to pay interest on all unpaid amounts at the rate of the lesser of one and one-half percent (1.5%) per month or the highest rate allowed under applicable law, or as otherwise specified in the contract.

3.4. Late Payment and Nonpayment. If Customer fails to pay any invoices issued when due, ChemWare reserves the right to withhold any and all services to the Customer, and no refund shall be due if services are so suspended. If ChemWare does suspend services, Customer may have the services reinstated only upon payment of all overdue invoices including interest. ChemWare also reserves the right to seek any other remedies available to collect delinquent payments from Customer. Withholding of services by ChemWare for nonpayment does not release Customer of any obligations to ChemWare, including without limitation the obligation to pay the remaining amounts due for the term of this Agreement. In the event of a dispute, ChemWare must continue to provide support unless and until a decision to terminate Agreement is reached.

PARAGRAPH 4
PROPRIETARY RIGHTS

4.1. Any Updates or Error Corrections received by Customer shall also become part of the Materials and shall be governed by the terms and conditions of this Agreement and the License Agreement.

4.2. The Materials are and shall remain the sole property of ChemWare and its licensors, regardless of whether Customer, its employees, or contractors shall have contributed to the conception of such work, joined in the effort of its development, or paid ChemWare for the use of the work product. Customer shall take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment, that ChemWare may reasonably request in order to establish and perfect ChemWare’s exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development.

PARAGRAPH 5
LIMITED WARRANTIES AND DISCLAIMER OF LIABILITY

5.1. Except as set forth in this Agreement and the Contract, ChemWare expressly disclaims any and all warranties concerning the Materials or the services to be rendered hereunder, whether expressed or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose.

5.2. Customer expressly agrees that in no event shall ChemWare be liable for any consequential or special damages arising from breach of warranty, breach of contract, negligence or any other legal theory, whether in tort or contract, even if ChemWare has been advised of the likelihood of such damages occurring, including without limitation, damages from interruption of business, loss of profits or business opportunities, loss of use of software, loss of data, cost of recreating lost data, cost of any substitute software, or losses caused by delay.

5.3. ChemWare shall not be liable for any failure or delay in performance of any obligation under this Agreement if such failure or delay is caused by circumstances not directly or substantially under the control of ChemWare, including without limitation, failures resulting from

acts of God, acts of public authorities, fires or other natural disasters, or other force majeure events as specified in the Contract.

5.4. ChemWare shall not be liable for recovery of the database or lost data due to Customer Error, disk corruption or other factors outside of ChemWare's control, including but not limited to acts of God, power surges or other electrical malfunction, neglect or inadequate maintenance of the Software, or problems caused by or related to the operating system, network or system hardware, which problems shall also be considered Other Services.

5.5. ChemWare's liability for damages to Customer shall be limited in all cases to the annual maintenance fee paid by Customer for this Agreement, for the year in which the alleged liability first arose.

PARAGRAPH 6 TERM AND TERMINATION

6.1. The initial term of this Agreement shall commence on the Go-Live date identified in Exhibit A, and shall continue for a period of one year. Unless ChemWare provides written notice to the contrary, this Agreement shall automatically terminate at the conclusion of any term if payment for the next consecutive term is not received by ChemWare as specified in Paragraph 3.

6.2. This Agreement may be terminated as follows:

a. This Agreement shall immediately terminate upon the termination of the License Agreement.

b. This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least thirty (30) days' prior written notice is given to the other party.

c. This Agreement may be terminated by either party upon thirty (30) days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

6.3. Following termination of this Agreement, ChemWare shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amounts within 30 (thirty) days upon receipt of such invoices.

6.4. Termination of this Agreement prior to the expiration of the then-current term specified in Section 1.4 Term of Contract, and pursuant to the terms of this Paragraph, shall not obligate ChemWare to refund any amount paid by Customer for this Agreement nor result in any liability, under any theory of law or equity, of ChemWare to Customer, other than to provide Customer with all currently available Updates through the date of termination.

6.5. Provided that the License Agreement remains in effect, then upon termination of this Agreement Customer shall be permitted to continue use of the Materials pursuant to the terms of the License Agreement. If the License Agreement has terminated, Customer shall take such actions with respect to the Materials as required under the License Agreement upon its termination.

6.6. Notwithstanding termination of this Agreement, all obligations related to Proprietary Rights under Paragraph 4, all disclaimers and limitations under Paragraphs 5 and 6.4, and the terms in Paragraphs 3.4, 7.1, 7.2, and 7.3 shall remain in effect. No term of this Agreement shall limit Customer's ability to terminate in accordance with the terms of the Contract.

PARAGRAPH 7 MISCELLANEOUS

7.1. Unless written approval is granted by the other party, each party agrees to refrain from soliciting or hiring or contracting or attempting to hire or contract the other's employees or subcontractors who have been involved with the provision of services under this Agreement for

a period of one (1) year from termination of such employee's provision of services under this Agreement.

7.2. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement, including its Exhibits, is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto. Any term or condition on a printed form which shall be sent to ChemWare from Customer shall have no effect, and shall not modify, add to, or subtract from the obligations and rights set forth herein.

7.3. In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which the decision was rendered. The remaining provisions shall be enforced to the maximum extent permitted by applicable law.

7.7. Customer shall be entitled to all benefits of the escrow arrangements ChemWare has with Business Records Management ("BRM", Pittsburgh, PA), or its successor software escrow company, so long as (i) Customer continuously renews this Agreement and pays in full any associated fees for this Agreement; and (ii) is not in material breach of this Agreement. The escrow agreement ChemWare has with BRM entitles Customer, with the exceptions described above and with the exception of any third party software not owned and controlled directly by ChemWare, to receive the source code in the event (iii) ChemWare no longer supports the software; (iv) ChemWare has made an assignment for the benefit of creditors; or (v) ChemWare institutes or becomes subject to a liquidation or bankruptcy of any kind. In the event that Customer does access the source code from escrow, the source code may only be used as set forth in the Software License Agreement and the Software Maintenance Agreement, and for no other purpose and to no greater extent. Release of source code from escrow shall not terminate this Agreement nor cause waiver of any of ChemWare's or ChemWare's successor's rights described by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

ChemWare, Inc.

Organization

Signed: _____
Print: Mark Grosskopf
Title: CEO and President
Date: _____

Signed: _____
Print: _____
Title: _____
Date: _____

Addendum A To Software Maintenance Agreement

A. RESPONSE TIME OBJECTIVES:

Service Level	Severity 1	Severity 2	Severity 3	Severity 4	Severity 5
	Production Systems			General Questions	Enhancements
Description/ Examples	Complete loss of services; application unusable or inaccessible.	Severely impacted use of application with no reasonable workaround.	Moderately impacted use of application with reasonable workaround.	System configuration questions for additional features or new installation.	Enhancement requests or documentation errors.
ChemWare Response	Immediate	1 hour	4 hour response	1 business day	3 business days
Customer Response ²	1 hour	Shorter of 4 hours or same business day	1 business day	1 business day	N/A
Escalation	Immediate (Tier 2)	4 hours	1 business day	1 business day	N/A
Resolution	1 hour	Shorter of 4 hours or same business day	3 business days	N/A	Other Service ¹ , if applicable.
Error Correction	Interim patch and next Update, if applicable	Interim patch and next Update, if applicable	Software Update	N/A	Other Service ¹ , if applicable.

Exhibit E Clarifications

The following are incorporated into the Contract.

1. The Field Data Capture License is an optional module that the City of Austin may or may not choose to purchase as referenced in Addendum A, Software License Agreement.
2. The unit price for all software products/licenses will remain the same during the life of the contract. There is no minimum order for additional license purchases, as referenced in Contractor's proposal.
3. ChemWare will provide two (2) HORIZON User Group Meeting tickets to the City of Austin at no charge. Location and date of 2013 HORIZON User Group Meeting to be determined, as referenced in Contractor's proposal.
4. The Contractor's Contract Manager for this engagement shall be Jason Asher, 919-855-8716 Ext. 272, jasher@chemware.com. The City's Contract Manager for this engagement shall be Susan Davis, 512-972-1404, susan.davis@austintexas.gov. The City and Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event it becomes necessary for the Contractor to replace any key personnel; the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld, as referenced in the City's Solicitation, Section 0400, Supplemental Purchase Provisions, Item No.36.
5. Non-Critical Issues during Implementation: Non-critical issues are ordinary issues that have little or no impact on users or tester or for which a work around exists. The application or deliverables are useable with defects that do not prevent system usage or implementation activities to proceed as planned. Examples would be a request for additional information or functionality is not optimal for a small number of users or testers due to conflict with a particular browser setting.
6. Critical Issues during Implementation: Critical Issues are major issues with the application or deliverables that render the system unusable, affect a large number of users or testers, create a reduction in system performance, or prevent system usage or implementation activities such as system configuration, unit testing or integration testing to proceed as planned. Examples would be services not available, application does not save data correctly, slow system response, session timeouts or broken functionality.
7. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor. If any such acceptance occurs and the City

subsequently provides written notice to Contractor of a deliverable defect during final acceptance testing, Contractor shall be required to provide defect correction or replacement of that deliverable in accordance with the warranty terms of this Contract, as referenced in the City's Solicitation, Section 0300, Standard Purchase Terms and Conditions, Item No. 23.

8. **RETAINAGE**

The City will withhold ten percent (10%) retainage, unless noted otherwise in Exhibit A, until completion of all work required by the Contract for each Phase. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract, as referenced in the City's Solicitation, Section 0400, Supplemental Purchase Provisions., Item No. 16.

9. **INVOICES and PAYMENT**

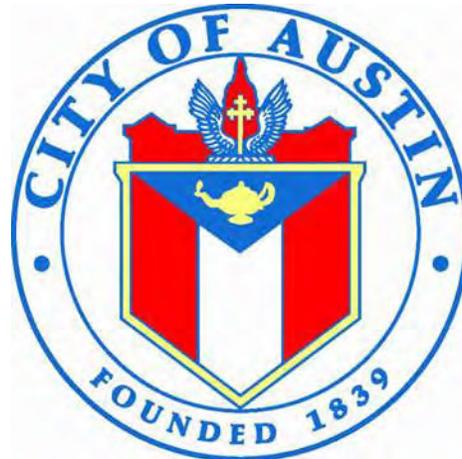
- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor, as referenced in the City's Solicitation, Section 0400, Supplemental Purchase Provisions, Item No. 13.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility
Attn:	Brownlee Bowmer
Address	625 E. 10 th Street, Suite 900
City, State Zip Code	Austin, TX 78701

LIMS Solution for the City of Austin Water Utility

HORIZON® LABORATORY INFORMATION MANAGEMENT SYSTEM



PREPARED FOR:
CITY OF AUSTIN WATER UTILITY

PROJECT: LIMS PROPOSAL
RFP# MS00062

DATE: NOVEMBER 29, 2011

CHEMWARE CONTACT:

CONOR WARD
900 RIDGEFIELD DRIVE, SUITE 150
RALEIGH, NC 27609
919.855.8716 x227
CWARD@CHEMWARE.COM

TABLE OF CONTENTS

<i>COVER LETTER</i>	5
<i>EXECUTIVE SUMMARY</i>	6
PROPOSING FIRM AND ADDRESS	6
CONTACT INFORMATION	6
SUMMATION OF PROPOSAL.....	6
EXPLANATION OF THE SUITABILITY OF PRODUCT.....	7
STATEMENT OF ASSUMPTIONS MADE	17
<i>RESOURCE ALLOCATION</i>	17
<i>INFRASTRUCTURE REQUIREMENTS</i>	18
<i>TO-BE WORKFLOWS</i>	18
<i>PLOP FUNCTIONALITY</i>	18
<i>CUSTOM REPORTS</i>	18
<i>FIRM BACKGROUND, PRINCIPAL OFFICERS AND PRIOR EXPERIENCE</i>	19
CHEMWARE CUSTOMER CASE STUDIES.....	31
<i>PROJECT STAFF</i>	38
PRIMARY AND SECONDARY CONTACTS	38
PERSONNEL QUALIFICATIONS	38
<i>RESPONSE TO REQUIREMENTS TABLE</i>	42
CLARIFICATIONS AND COMMENTS	42
<i>RESPONSE TO “TO BE” PROCESS WORKFLOWS</i>	45
7.5“TO BE” WORKFLOWS	46
<i>RESPONSE TO TECHNICAL REQUIREMENTS</i>	88
PRODUCT SUPPORT	88
PRODUCT LICENSES	93
HARDWARE/OPERATING SYSTEM REQUIREMENTS	93
USER DOCUMENTATION	95
REGULATORY REQUIREMENTS	96
REPORTING	99
GRAPHICS / STATISTICAL PACKAGE	102
EXTERNAL INTERFACE REQUIREMENTS	104



PLOP AND DMR TECHNOLOGY REPLACEMENT	105
<i>OPTION 1: PC-BASED SPREADSHEET REPORT WITH DATA ENTRY IN SPREADSHEET (TENTATIVELY PROPOSED SOLUTION)</i>	106
<i>OPTION 2: WEB-BASED SPREADSHEET DATA ENTRY/REPORT GENERATION</i>	107
<i>OPTION 3: PC-BASED SPREADSHEET REPORT WITH DATA ENTRY IN LIMS</i>	107
<i>OPTION 4: HACH WIMS® DATA ENTRY/REPORT GENERATION</i>	107
<i>PLOP DATA HANDLING</i>	108
RESPONSE TO IMPLEMENTATION AND SUPPORT REQUIREMENTS	109
9.1 DETAILED MANAGEMENT PLAN	109
<i>CHEMWARE ORGANIZATIONAL STRUCTURE</i>	109
<i>CHEMWARE STAFFING PLAN</i>	110
<i>CHEMWARE BACKGROUND, EXPERIENCE AND QUALIFICATIONS</i>	110
SUBCONTRACTORS.....	112
TECHNICAL APPROACH.....	112
<i>COLLABORATIVE APPROACH</i>	112
<i>MANAGING AND TRACKING PROJECT ACTIVITIES</i>	113
<i>SYSTEM CONFIGURATION</i>	116
INNOVATIVE MANAGEMENT METHODS	121
9.2 PROJECT TIMELINE.....	121
<i>EXAMPLE GANTT CHART</i>	122
<i>REQUIREMENTS ANALYSIS</i>	122
<i>PROJECT PLANNING</i>	122
Implementation Plan, Project Schedule.....	122
Change Management.....	123
System Specification, if Customization Required	123
System Software Installation.....	123
System Implementation.....	123
System Validation	124
System Documentation.....	124
Staff Training	124
9.3 DATA MIGRATION.....	124
9.4 TRAINING AND SUPPORT.....	125
9.5 ADDITIONAL INFORMATION.....	129
<i>INTEGRATED CONTENT MANAGEMENT</i>	129
<i>PRELOGIN/SAMPLE SCHEDULING</i>	131
<i>STANDARDS LOG & INVENTORY CONTROL</i>	132
<i>FIELD DATA CAPTURE</i>	133
PRICING SCHEDULE	135
COST PROPOSAL.....	135



10.8 EXCEPTIONS.....142
INDEX OF TABLES AND FIGURES146
INDEX OF ATTACHMENTS.....148
APPENDIX A – OFF-THE-SHELF REPORTS149
 LIST OF STANDARD REPORTS PROVIDED WITH THE PROPOSED SYSTEM 149
 EXAMPLE REPORTS COMMONLY USED BY MUNICIPAL WATER AND WASTEWATER LABORATORIES ... 151
 INFORMATION OBJECTS..... 165
APPENDIX B - FINANCIAL STATEMENTS167
APPENDIX C – CHEMWARE FORM AGREEMENTS169
APPENDIX D – CHEMWARE RESUMES171
APPENDIX E – RFP REQUIRED FORMS.....173



COVER LETTER

November 28, 2011

Mr. Art Acuña, Senior Buyer Austin Energy
City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, Rm. 310
Austin, Texas 78701

Dear Mr. Acuña:

The enclosed proposal is in response to the RFP Solicitation # MSO0062 for a Laboratory Information Management System (LIMS) to meet the requirements of the city of Austin Water Utility. ChemWare differentiates its offering by providing significantly more off-the-shelf functionality than is available through any other LIMS targeted for the water quality sector. ChemWare understands the City's need to team with a business partner in deploying and supporting a mission-critical LIMS solution to address the immediate automation and data management needs of the laboratory without limiting potential long-term growth.

ChemWare also differentiates itself in the marketplace by providing extensive project management and consulting services in support of the HORIZON® LIMS implementation, often 2-3 times the service levels proposed by other vendors in the water quality LIMS sector. While HORIZON is a true commercial off-the-shelf (COTS) LIMS, we do not take the approach of simply dropping in a “cookie-cutter” system and transferring knowledge. ***We seek out only those projects where customer stakeholders have identified a clear preference for a long-term business partner relationship.***

ChemWare proposes this collaborative deployment of HORIZON LIMS and is fully committed to meeting all the functional and business requirements identified in the City's RFP. In achieving these goals, no customization to the core LIMS code will be required; the City will be operating the same source code used by all ChemWare customers. The end result will be a highly maintainable system with a proven 20+ year software lifecycle and highest overall return on investment.

Authorized Representative, Primary Contact:

Conor Ward, Director of Business Development
ChemWare, Inc.
900 Ridgefield Drive, Suite 150
Raleigh, NC 27609
919.855.8716 x227
eward@chemware.com



PRICING SCHEDULE

COST PROPOSAL

Project Deliverables	Qty	Unit of Measure (hours, licenses, etc.)	Unit Cost	Extended Cost*
Software Licensing				
Production Environment				
Core System Licenses	40	Named Users	\$4,348.13	\$173,925
Reporting System Licenses	100	Named Users	\$370.48	\$37,048
Instrument Integration Licenses Tier 1 from RFP Table 8.1	10	Instrument connections	\$2,135.30	\$21,353
Statistical Package Licenses	1	Client workstation	\$1,372	\$1,304
Treatment Data Storage Licenses (PLOP replacement), if applicable	n/a see notes #1			
Other Licensing HORIZON Field Data Capture	15	Named Users	\$1,408.93	\$19,832
Test Environment				

Project Deliverables	Qty	Unit of Measure (hours, licenses, etc.)	Unit Cost	Extended Cost*
Core System Licenses	Included			
Reporting System Licenses (minimum # of licenses)	5	Named Users	\$370.48	\$1,852
Instrument Integration Licenses	n/a See Notes #2			
Statistical Package Licenses	n/a See Notes #3			
Treatment Data Storage Licenses (PLOP replacement), if applicable	n/a See Notes #1			
Other Licensing	n/a See Notes #4			
Project Management				



Project Deliverables	Qty	Unit of Measure (hours, licenses, etc.)	Unit Cost	Extended Cost*
Requirements Analysis				
On-site	32	Hours	\$249	\$7,968
Remote	64	Hours	\$187	\$11,968
Detailed Design	n/a See Notes #5			
Implementation Management	80	Hours	\$149	\$11,920
Other Project Management	n/a			
Integration Services				
Instrument Integration Tier 1 from RFP Table 8.1	80	Hours	\$149	\$11,920
WEIRS Integration	40	Hours	\$149	\$5,960
Treatment Integration (PLOP replacement)	40	Hours	\$149	\$5,960
Reporting				



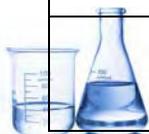
Project Deliverables	Qty	Unit of Measure (hours, licenses, etc.)	Unit Cost	Extended Cost*
Creation/Replacement of Priority Reports	240	Hours	\$149	\$35,760
Data Migration				
Legacy Data Migration/ Transformation	40	Hours	149	\$5,960
Implementation Services				
System Installation / Installation Qualification	16	Hours	\$187	\$2,992
System Configuration				
General, on-site	96	Hours	\$187	\$17,952
General, remote	128	Hours	\$149	\$19,072
Advanced, remote	80	Hours	\$149	\$11,920
System Testing	80	Hours	187	\$14,960



Project Deliverables	Qty	Unit of Measure (hours, licenses, etc.)	Unit Cost	Extended Cost*
Training				
Administrator Training	1	Course	\$3,485	\$3,485
Advanced Admin Training	1	Course	\$4,975	\$4,975
Report Development Training	1	Course	\$6,285	\$6,285
See Notes #6 for course info				
End User Training	4	Days	1496	\$5,984
Documentation	included			
Other Implementation Services				
GIS Integration	40	Hours	\$149	\$5,960
Annual Maintenance				
Implementation Period <i>(provided at no additional charge)</i>		n/a	n/a	n/a
Production Year 1 <i>(provided at no additional charge) See Note 7</i>		n/a	n/a	n/a



Project Deliverables	Qty	Unit of Measure (hours, licenses, etc.)	Unit Cost	Extended Cost*
Production Year 2 (18%)	1	Year	\$47,207	\$45,957
Production Year 3 (18%)	1	Year	\$47,207	\$45,957
Production Year 4 (19%)	1	Year	\$49,830	\$48,510
Production Year 5 (19%)	1	Year	\$49,830	\$48,510
Source Code Escrow				
Source Code Escrow Services**				Included with support
Totals				
Total Software Licensing				\$255,314
Total Project Management				\$31,856
Total Integration Services				\$65,560



Project Deliverables	Qty	Unit of Measure (hours, licenses, etc.)	Unit Cost	Extended Cost*
Total Implementation Services				\$93,585
Total Annual Maintenance				\$188,932
Total Source Code Escrow Services				\$0
Grand Total				\$647,337

* Extended Cost is Quantity multiplied times Unit Cost.

** See Section 10.11.

Cost Proposal Notes

1. Proposal contains details of our approach for replacing PLOP. The recommended option would not require any additional licensing. Please see our other options presented for estimated costs.
2. Re-direction of the instrument data file to the TEST database will eliminate the need to purchase separate licenses for instrument interfaces.
3. NWA Quality Analyst licensed for 1 workstation. PROD and TEST can be run from the workstation.
4. City will furnish Oracle licenses per RFP Q&A Addendum #3 Question/Answer #4.
5. Detailed design services included with Requirements Analysis.
6. 3.5 day Administrator Training course for up to 3 attendees at ChemWare, 5 day Advanced Admin Training course for 1 attendee at ChemWare, 3 day Report Development Training course for 1 attendee at ChemWare.
7. See Exceptions below “0300 Standard Purchase Terms and Conditions and 0400 Supplemental Purchase Provisions” for description of Production Year 2 warranty and maintenance terms.
8. Estimated Travel Costs for the project is \$16,000.
9. Estimated cost for Tier 2 Instrument Interfaces (Tier 1 from RFP Table 8.1) approximately \$34,000 (licenses and implementation services)



APPENDIX E – RFP REQUIRED FORMS

Offer Sheet

Amendments

Minority- and Women- Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan

Living Wages and Benefits Contractor Certification

Non-Suspension or Debarment Certification

Equal Employment/Fair Housing Office Non-Discrimination Certification

Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit

HUB Certification

Certificate of Insurance

Proof of Health Insurance Coverage



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
Offer Sheet

SOLICITATION NO: MSO0062
DATE ISSUED: October 17, 2011
REQUISITION NO.: 5600-11090600556
COMMODITY CODE: 20811

COMMODITY/SERVICE DESCRIPTION: Laboratory Information Management System for Austin Water Utility

MANDATORY PRE-PROPOSAL CONFERENCE TIME AND DATE: 10:00 a.m. on November 1, 2011

LOCATION: Walnut Creek Wastewater Treatment Plant, 7113 FM 969, Austin, TX 78724, Administration Building Multi-Purpose Room (Call 512-972-1402 if lost)

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

Art Acuña
Art.Acuna@AustinEnergy.com

PROPOSAL DUE PRIOR TO: 1:00 p.m. on November 29, 2011

COMPLIANCE PLAN DUE PRIOR TO: N/A

PROPOSAL CLOSING TIME AND DATE: 1:00 p.m. on November 29, 2011

Senior Buyer
Phone: (512) 322-6307

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL AND 14 SIGNED COPIES OF RESPONSE

ChemWare, Inc. 900 Ridgefield Drive, Stey 150, Raleigh, NC 27609

SOLICITATION TO:

Insert Vendor Name & Address

Signature of Person Authorized to Sign Offer

Conor Ware, Director, Business Development

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO [REDACTED]

Date: November 16, 2011

Company

Name: ChemWare, Inc.

Address:

900 Ridgefield Drive, Suite 150

City,
Code Raleigh,

State,
North Carolina

27609

Zip

Phone No. (919) 855-8716

Fax No. (919) 981-7436

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To"

Name: ChemWare, Inc.

Remit to Address:

900 Ridgefield Drive, Suite 150

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	9
0500	SCOPE OF WORK/PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	177
0600		N/A
0700	REFERENCE SHEET	N/A
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0825	WORK PLACE CONDITIONS AFFIDAVIT	N/A
0830	BUY AMERICAN ACT CERTIFICATE	N/A
0835	NONRESIDENT BIDDER PROVISIONS	N/A
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1
ATT1	ATTACHMENT 1, REQUIREMENTS TABLE	MUST DOWNLOAD
ATT2	ATTACHMENT 2, SAMPLE REPORTS	MUST DOWNLOAD

All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- Cover Page Offer Sheet
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable

** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.

NOTES:

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

* INCORPORATION OF DOCUMENTS. Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

When sending a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.



REQUEST FOR PROPOSAL MSO0062
PURCHASING OFFICE
CITY OF AUSTIN

LABORATORY INFORMATION MANAGEMENT SYSTEM

RFP MSO0062

ADDENDUM No. 1

DATE: October 24, 2011

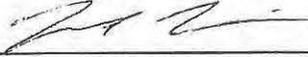
The following items are hereby incorporated into the solicitation package:

1. The offer sheet is changed as follows:

A. Effective immediately the authorized contact for solicitation MSO0062 Laboratory Information Management System is immediately change to Art Acuña, Senior Buyer Austin Energy, 512-322-6307, email address art.acuna@austinenergy.com

B. The Offer Sheet and 0400 Supplemental Purchase Provisions have been modified to immediately reflect these changes.

2. All other terms and conditions remain the same.

Approved by: 
Art Acuña, Senior Buyer

Receipt Acknowledged By:
ChemWare, Inc.



11/16/2011

Offeror's Name

Authorized Signature

Date

Return two (2) copies to the Purchasing Office, City of Austin, Texas prior to submittal or with your sealed bid.
FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



REQUEST FOR PROPOSAL MSO0062
PURCHASING OFFICE
CITY OF AUSTIN

LABORATORY INFORMATION MANAGEMENT SYSTEM

RFP MSO0062

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DATE: October 24, 2011

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Approved by: _____

Art Acuña, Senior Buyer

Receipt Acknowledged By:
ChemWare, Inc.

Offeror's Name

Authorized Signature

11/16/2011

Date

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REQUEST FOR PROPOSAL MSO0062
PURCHASING OFFICE
CITY OF AUSTIN

LABORATORY INFORMATION MANAGEMENT SYSTEM

RFP MSO0062

ADDENDUM No. 2

DATE: November 3, 2011

The following items are hereby incorporated into the solicitation package:

1.0 Questions and Answers – Deadline for Q and A is expired as of November 4, 2011 4pm.

Q1. If we are to replace PLOP, can we get a list or description of the functionality?

A1. The PLOP, Plant Operations, component of AW LIMS consists of a data entry and query form and several reports used by plant operations staff to enter and report operations data. These data are also used in various process control and regulatory compliance monitoring reports, including Compliance Reports submitted to TCEQ, that combine operations data with analytical data from the lab. The Wastewater effluent flows are used in the netDMR requirements in section 43.10.1. Examples of information entered in PLOP include daily flows (wastewater influent, effluent - total, maximum, minimum and 2-hr peak, sludge flows and drinking water usage, pumpage and reservoir levels etc.), rainfall, digester temperature, wastewater effluent grab - Total Residual Chlorine, pH, and DO) and kilowatt-hour for plant electrical usage. A number of common Utility calculations are used in the reports.

Q2. What format will you provide for the data of the last 10 years?

A2. Data is stored in an Oracle database and can be exported in any number of formats, if desired, at the time of migration. Possible export formats include CSV, XML, and other delimited formats.

Correction: During the Pre-Bid Meeting, it was stated that only data from the last 10 years is to be migrated; however, AWU desires to migrate the *full history* of its reportable results from the AW LIMS system that are available in the production database at the time of the migration. All data are stored in the same format in the same tables of the same database. See Section 3.8.2 of the RFP for more information.

Q3. Will there be a requirement to generate the netDMR import file format from the new LIMS so that data does not have to be entered manually?

A3. Per Requirement 43.10, the proposed system must be capable of generating netDMR reports that can be uploaded to the state. This report will allow AWU staff to avoid manually entering data via the netDMR web site.

The netDMR report uses a comma-separated values (CSV) format, included in Requirement 43.10.1. A detailed specification of this file can be found at:

<http://www.tceq.state.tx.us/assets/public/compliance/netdmr/NetDMRimportSpecifications.pdf>

Q4. What is the goal of the data migration?

A4. As described in section 9.3, the goal of data migration is to allow the generation of "hybrid" reports which include reportable results from both the legacy AW LIMS system and the new LIMS. The goal of data migration is strictly in the context of querying data for reports or data extracts. There is no expectation that legacy AW LIMS data will be browsable or viewable via the LIMS user interface in the same manner as data generated after the new LIMS is implemented.

Of note is the possible need to transform legacy LIMS data into a format more in agreement with the new LIMS configuration. Any changes to programs, sampling points, etc. between AW LIMS and the new LIMS should be reflected in the migrated data.

Q5. Can the database be Microsoft SQL Server?

A5. While systems proposing use of Microsoft SQL Server will not be excluded, Oracle is strongly preferred as the relational database platform for this project.

Q6. Should the Vendor include the cost of the database license or does the City have the required Oracle licenses?

A6. No, the City of Austin will be responsible for database licenses. They can be excluded from the Pricing Schedule.

Q7. Can you please clarify if the resulting contract will be a firm fixed fee with a not-to-exceed contract amount?

A7. As referenced in Section 10.10 the City requires a firm fixed offer.

Q8. User types – a) Full Users b) View only

A8. We have several user types:

- Laboratory Users who have access to all the sample receipt and analytical forms and a suite of reports for their lab group.
- Sr Laboratory Users who have access to the same features as Lab Users plus data review and approval, scheduling auto sample login and an additional suite of workflow management and billing reports.
- Plant Operations Users who have access to enter plant Operational data and a suite of reports for their plant.
- Query and Report Only Users who have access to a variety of Query Forms and Reports.

For the purposes of determining licensing costs, as stated in Section 1.2, less than 100 users are expected to interact with the LIMS:

- 40 distinct users (with high concurrency in the system) must be capable of adding or changing data within the LIMS.
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- AWU expects no more than 30 concurrent users, across all user types, accessing the system.

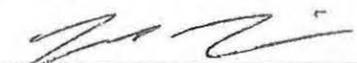
Q9. Are there users who only login samples?

A9. No

Q10. Does the RFP explain which instrument interfaces are bi-directional and uni-directional?

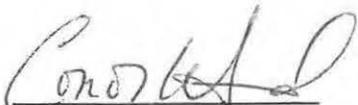
A10. Yes, table 8.1 on page 155 of the RFP lists which instruments are expected to be bi-directional versus uni-directional.

2. All other terms and conditions remain the same.

Approved by: 
Art Acuña, Senior Buyer

Receipt Acknowledged By:
ChemWare, Inc.

Offeror's Name


Authorized Signature

11/16/11

Date



REQUEST FOR PROPOSAL MSO0062
PURCHASING OFFICE
CITY OF AUSTIN

LABORATORY INFORMATION MANAGEMENT SYSTEM

RFP MSO0062

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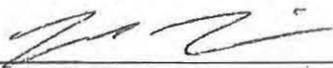
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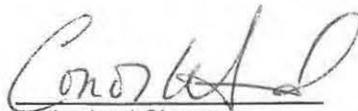
A10. Yes, table 8.1 on page 155 of the RFP lists which instruments are expected to be bi-directional versus uni-directional.

2. All other terms and conditions remain the same.

Approved by: 
Art Acuña, Senior Buyer

Receipt Acknowledged By:
ChemWare, Inc.

Offeror's Name


Authorized Signature

11/16/11

Date

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REQUEST FOR PROPOSAL MSO0062
PURCHASING OFFICE
CITY OF AUSTIN

LABORATORY INFORMATION MANAGEMENT SYSTEM

RFP MSO0062

ADDENDUM No. 3

DATE: November 8, 2011

The following items are hereby incorporated into the solicitation package:

1.0 Questions and Answers – Deadline for Q and A has expired as of November 4, 2011 4pm.

1. What is the amount of the budget or specific funding set aside for this contract? If there is not a budget, can you provide a budgetary range or expectation for funding to be allocated for the project for the products/services to be provided by the vendor?

By the policies of the City of Austin, we are not permitted to give this information. All City budgets are contingent on approval of future year funding annually approved by the City of Austin Council.

2. Section 10.10 – Contract Payment and Retainage. Can you please clarify if the resulting contract will be a firm fixed fee with a not-to-exceed contract amount?

This question was answered in Addendum 1 (Q7, A7). As referenced in Section 10.10, the City requires a firm fixed offer.

3. Is it the desire or intent of the City to contribute toward the configuration and deployment of the new LIMS? Please describe the number of City staff expected to be participating in/contributing to the implementation process.

The City plans to provide resources from the Information Technology Services, Laboratory Services and customer groups to complement LIMS vendor resources supplied during implementation. The City's staffing plan includes a nearly full-time LIMS Manager, who will serve as both the LIMS Administrator and Project Manager, and one full-time equivalent of subject matter experts' (SME) time. Database administrator (DBA) resources are also available, as needed.

The LIMS Manager will administer all aspects of the LIMS system and will only be pulled away from the new LIMS implementation to address critical needs with the current LIMS, plant operations systems or laboratory instrument data systems. The SME resources will be comprised of a rolling team of experts drawn from the laboratory sections relevant to active implementation efforts at any given time.

The City requests all proposals include the City resource assumptions factored into the timeline, approach, and pricing.

4. Does the City have the required Oracle v11 database licenses or should the vendor include the cost of database licenses in the cost forms?

The question was answered in Addendum 1 (Q6, A6). No, the City of Austin will be responsible for database licenses. They can be excluded from the Pricing Schedule.

5. Does the City have any requirements for capturing and maintaining documents, images and/or scanned data online?

No, this RFP includes no requirements to provide document or image management.

6. Does the City require an interface to an agency accounting system? If yes, what is the current system?

No, this RFP includes no requirements to provide an interface to agency accounting system.

7. Section 3.7 Microsoft SharePoint – Will the city consider a different approach to the current process that uses MS SharePoint?

Yes, not only would the City consider a different approach to Microsoft SharePoint, it is requesting an alternate approach be presented in the proposal. Where SharePoint is used today by operations staff and report users, the preference would be that those users can enter and access the information directly from proposed system.

From Section 3.7 in the RFP:

The new LIMS is expected to reduce the dependence upon ColdFusion and SharePoint applications by (1) providing direct access to the application via Citrix and/or web browser, thus allowing the package plants operations staff to retrieve their lab data and enter their operational data directly into the system, (2) allowing users to generate graphical reports to screen or PDF from within the LIMS and generate data reports or queries of data from the LIMS directly to Excel and (3) providing a graphical reporting tool that could be used by non-programming staff to create or modify reports.

8. Data Migration: The City provided an example where a sampling point called "ABC #1" in the legacy LIMS will be called "ABC-1" in the new LIMS. Will the City be responsible for cleansing and mapping similar legacy data?

Cleansing of data in the current LIMS is performed regularly, so the need for it during data migration should be minor.

While the City expects to be involved with decision-making during the migration process, the vendor will be responsible for creating and executing the migration itself.

The expectation is that PLOP data will be migrated along with AW LIMS data.

9. Can you verify that it is the City's intent to fully replace the PLOP system with functionality provided by the new LIMS? Additionally, what type of enhancements have been requested by treatment plant customers?

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The netDMR report uses a comma-separated values (CSV) format, included in Requirement 43.10.1. A detailed specification of this file can be found at:

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The key objectives are to minimize the footprint on the local computer, provide access to users at remote sites and to meet AWU Common Infrastructure Standards, as described in Section 48 of the Requirements Table.

Any costs beyond operating systems and the database licenses must be included in the pricing schedule. Database licenses should be assumed to include only licenses for the database itself and not necessarily all licenses provided by the database vendor, such as an application server

Section 0300, Standard Purchase Terms & Conditions

16. 12.C (p. 2): This provision appears to apply to cost-plus or T&M contracts. Does it apply to this contract, and to invoices for deliverables or milestones that include services (labor), even when the contract is expected to be a NTE or fixed price contract?

This is a method for billing for a fixed price contract for the labor anticipated to be in the SOW (a billing methodology).

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The City does not intend to make any partial payments.

Section 0400, Supplemental Purchase Provisions

18. 13 (pp. 6-7): Which paragraphs A-C are referenced by the last paragraph of this section?

Remove where it reads "Paragraphs A – C"

Paragraph should read as follows:

For those customizations Purchaser requests subsequent to those itemized in the original Contract and provided by Licensor, such customizations shall also be subject to the final acceptance process set forth above. Licensor and Purchaser shall decide upon a mutually agreeable schedule for the development and completion of any such subsequent customization features.

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19. 15 (p. 1): Are the Contractor's form license and maintenance agreements, or portions thereof not in conflict with or addressed by the City's standard terms, to be included/incorporated into the final contract?

The City plans on using its standard terms and conditions. However if the vendor has any agreements, they must be submitted with the original response on the solicitation closing date. The City reserves the right to reject any and all exceptions taken to the City's terms and conditions.

2. All other terms and conditions remain the same.

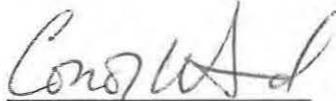
Approved by: _____


Art Acuña, Senior Buyer

Receipt Acknowledged By:

ChemWare, Inc.

Offeror's Name



Authorized Signature

11/16/11

Date

Return two (2) copies to the Purchasing Office, City of Austin, Texas prior to submittal or with your sealed bid.
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REQUEST FOR PROPOSAL MSO0062
PURCHASING OFFICE
CITY OF AUSTIN

LABORATORY INFORMATION MANAGEMENT SYSTEM

RFP MSO0062

ADDENDUM No. 3

DATE: November 8, 2011

The following items are hereby incorporated into the solicitation package:

1.0 Questions and Answers – Deadline for Q and A has expired as of November 4, 2011 4pm.

1. What is the amount of the budget or specific funding set aside for this contract? If there is not a budget, can you provide a budgetary range or expectation for funding to be allocated for the project for the products/services to be provided by the vendor?

By the policies of the City of Austin, we are not permitted to give this information. All City budgets are contingent on approval of future year funding annually approved by the City of Austin Council.

2. Section 10.10 – Contract Payment and Retainage. Can you please clarify if the resulting contract will be a firm fixed fee with a not-to-exceed contract amount?

This question was answered in Addendum 1 (Q7, A7). As referenced in Section 10.10, the City requires a firm fixed offer.

3. Is it the desire or intent of the City to contribute toward the configuration and deployment of the new LIMS? Please describe the number of City staff expected to be participating in/contributing to the implementation process.

The City plans to provide resources from the Information Technology Services, Laboratory Services and customer groups to complement LIMS vendor resources supplied during implementation. The City's staffing plan includes a nearly full-time LIMS Manager, who will serve as both the LIMS Administrator and Project Manager, and one full-time equivalent of subject matter experts' (SME) time. Database administrator (DBA) resources are also available, as needed.

The LIMS Manager will administer all aspects of the LIMS system and will only be pulled away from the new LIMS implementation to address critical needs with the current LIMS, plant operations systems or laboratory instrument data systems. The SME resources will be comprised of a rolling team of experts drawn from the laboratory sections relevant to active implementation efforts at any given time.

The City requests all proposals include the City resource assumptions factored into the timeline, approach, and pricing.

4. Does the City have the required Oracle v11 database licenses or should the vendor include the cost of database licenses in the cost forms?

The question was answered in Addendum 1 (Q6, A6). No, the City of Austin will be responsible for database licenses. They can be excluded from the Pricing Schedule.

5. Does the City have any requirements for capturing and maintaining documents, images and/or scanned data online?

No, this RFP includes no requirements to provide document or image management.

6. Does the City require an interface to an agency accounting system? If yes, what is the current system?

No, this RFP includes no requirements to provide an interface to agency accounting system.

7. Section 3.7 Microsoft SharePoint – Will the city consider a different approach to the current process that uses MS SharePoint?

Yes, not only would the City consider a different approach to Microsoft SharePoint, it is requesting an alternate approach be presented in the proposal. Where SharePoint is used today by operations staff and report users, the preference would be that those users can enter and access the information directly from proposed system.

From Section 3.7 in the RFP:

The new LIMS is expected to reduce the dependence upon ColdFusion and SharePoint applications by (1) providing direct access to the application via Citrix and/or web browser, thus allowing the package plants operations staff to retrieve their lab data and enter their operational data directly into the system, (2) allowing users to generate graphical reports to screen or PDF from within the LIMS and generate data reports or queries of data from the LIMS directly to Excel and (3) providing a graphical reporting tool that could be used by non-programming staff to create or modify reports.

8. Data Migration: The City provided an example where a sampling point called "ABC #1" in the legacy LIMS will be called "ABC-1" in the new LIMS. Will the City be responsible for cleansing and mapping similar legacy data?

Cleansing of data in the current LIMS is performed regularly, so the need for it during data migration should be minor.

While the City expects to be involved with decision-making during the migration process, the vendor will be responsible for creating and executing the migration itself.

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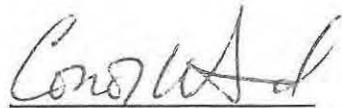
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Art Acuña, Senior Buyer

Receipt Acknowledged By:

ChemWare, Inc.

Offeror's Name



Authorized Signature

11/16/11

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**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: MSO0062
PROJECT NAME: Laboratory Information Management System for Austin Water Utility

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	ChemWare, Inc.		
Address	900 Ridgefield Drive, Suite 150		
City, State Zip	Raleigh, NC 27609		
Phone	919-855-8716	Fax Number	919-981-7436
Name of Contact Person	Conor Ward		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Conor Ward, Director, Business Development

Name and Title of Authorized Representative (Print or Type)

Conor Ward
Signature

11/16/2011

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	Not applicable		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

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Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
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FOR DEPARTMENT OF SMALL AND MINORITY BUSINESS RESOURCES USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror (HAS) or (HAS NOT) complied with the City Code, Chapters 2-9A, B, C, or D, as applicable

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**

SOLICITATION NUMBER: MSO0062

PROJECT NAME: Laboratory Information Management System for Austin Water Utility

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Offeror is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Offeror does not perform the service with its own workforce or if supplies or materials are required and the Offeror does not have the supplies or materials in its inventory, the Offeror shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Offeror must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No If no, please sign the No Goals Form and submit it with your Offer in a sealed envelope.

Yes If yes, please contact DSMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Offer in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

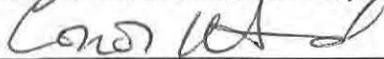
I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

ChemWare, Inc.

Company Name

Conor Ward, Director, Business Development

Name and Title of Authorized Representative (Print or Type)



Signature

11/16/2011

Date

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO.

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add	Jason Asher	Director, Professional Services
Delete		
Add	Kevin Carter	Senior Project Manager
Delete		
Add	Sherri Kirklin	Implementation Specialist
Delete		
Add	Eric Dingfelder	Operations Manager
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

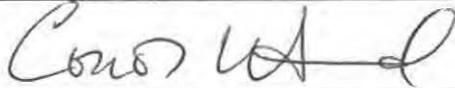
Contractor's Name:	ChemWare, Inc.		
Signature of Officer or Authorized Representative:		Date:	11/16/2011
Printed Name:	Marya Metivier		
Title:	Business Manager		

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. MSO0062

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	ChemWare, Inc.		
Signature of Officer or Authorized Representative:		Date:	11/16/2011
Printed Name:	Conor Ward		
Title:	Director, Business Development		

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO MSO0062

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 16th day of November, 20 11.

CONTRACTOR	ChemWare, Inc.
Authorized Signature	<u>Marya Matron</u>
Title	Business Manager

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT

SOLICITATION NO. MSO0062

FOR

Laboratory Information Management System

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.ci.austin.tx.us/cityclerk/coi.htm>

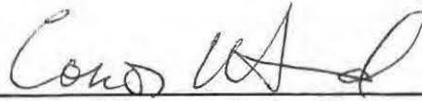
There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

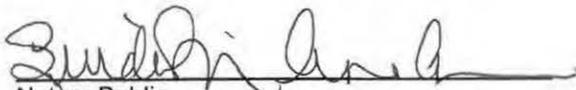
7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	ChemWare, Inc.
Printed Name:	Conor Ward
Title:	Director, Business Development


Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 17th day of November, 2011.


Notary Public

My Commission Expires _____



North Carolina Department of Administration

Beverly Eaves Perdue, Governor
Moses Carey, Jr., Secretary

Office for Historically Underutilized Businesses
Bridget L. Wall-Lennon, Asst. to the Secretary for
HUB Outreach

October 22, 2010

Marya Metivier
ChemWare, Inc. (Woman Owned)
900 Ridgefield Drive
Suite 150
Raleigh, NC 27609-8514

Re: Approval of HUB Certification

Dear Marya Metivier:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a HUB firm with the Statewide Uniform Certification (SWUC) Program. This certification will remain in effect for four (4) years from the date of this letter at which time you must apply for recertification. Until that time, you must keep your information current and submit the attached "Annual Status Update Affidavit" every year prior to your certification expiration date. You will receive a 60-day and 30-day email reminder notice, however, it is your responsibility to submit the Annual Status Affidavits and apply for recertification every four years. As a courtesy, the email reminder notice will be sent to the email address that you have provided in Vendor Link.

As you are likely aware, the HUB Office was given the authority and responsibility for developing a Statewide Uniform Certification Program. This program was developed for the purposes of streamlining the certification of minority and women-owned businesses and creating a centralized HUB and minority/women business database. Starting July 1, 2009, minority and women business firms must be certified through the HUB Office to be listed in the database, which will be used by local and state entities for HUB participation and reporting purposes. Maintaining your status as a certified HUB firm will ensure that you are included in the Statewide Uniform Certification database.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with the SWUC Program eligibility requirements, including changes in ownership, day-to-day management and/or control. Any changes made to your company's business ownership or structure may require the HUB Office to re-evaluate your company's eligibility. Failure to notify the HUB Office of any changes, submission of the Annual Status Update Affidavits and/or applying for recertification in a timely manner, may cause your company to lose its HUB Certification for failure to comply.

Mailing Address:

Office for Historically Underutilized Businesses
Department of Administration
1336 Mail Service Center
Raleigh, NC 27699-1336

Telephone (919) 807-2330
Fax (919) 807-2335
State Courier ##51-01-00

Location:

116 West Jones Street
Administration Building
Suite 4109
Raleigh, NC 27603

You may also make changes to your address, telephone number, goods, services and construction codes by updating your profile in Vendor Link by going to:

- <https://www.ips.state.nc.us/ips/vendor/vndpubmain.asp>
- Select " Change Vendor Information " to access the Login Screen
- Enter your User ID and Password (if you are unable to remember your User ID and Password, Please call 919-807-4502 for assistance)
- Select " Add/Modify HUB Information " and then provide the requested information.

In addition to receiving bid notifications via the Vendor Link system, we also encourage you to register in the NC E-Procurement/E-Quote system at <https://vendor.ncgov.com/login.jhtml> to increase your company's potential of doing business with state agencies.

The HUB Office collaborates with the local Minority/Women/Small Business (M/W/SBE) Offices to provide assistance to certified HUB firms with identifying contract opportunities with the state and local public sector entities. Please contact the M/W/SBE Office closest to your business location where they can also provide assistance with business assessments, business development and training. A listing of the M/W/SBE Offices and contact information is located on our website at www.doa.nc.gov/hub.

Thank you for your interest in becoming certified as a Historically Underutilized Business firm with the State of North Carolina. We believe you will find the new Statewide Uniform Certification Program beneficial and encourage you to obtain more information on it by visiting our website. If you have any questions or if I can assist further, you may contact me at (919) 807-2330.

Sincerely,

Sheryl Cromedy

Sheryl Cromedy
Certification Specialist

**Austin Water Utility
Requirements Response Table for Laboratory Information Management System RFP**

Instructions to Offerors:
Enter your company name in the Offeror field and enter a response for all requirements assigned a priority.
Responses must be in accordance with the number scale included in the Requirements Table section of the RFP.
Include any clarifications or comments within the written proposal, indicating which requirement(s) to which the comment applies.

Offeror:	ChemwWare, Inc.
-----------------	-----------------

Unanswered:

Ref Number	Description	Cat.	Priority
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Austin Water Utility



Laboratory Information Management System (LIMS)

Demonstration Scripts

Prepared for

City of Austin
Austin Water Utility
P.O. Box 1088
Austin, TX 78767-8838

Date Approved: February 20, 2012

Contents

Table of Contents

1	Introduction.....	1
1.1	Overview	1
1.2	Demonstration Point of Contact.....	1
2	Demonstration Guidelines.....	2
2.1	Demonstration Software	2
2.2	Demonstration Preparation	3
2.3	Demonstration Evaluation	3
3	Demonstration Script Content	4
3.1	Overview	4
3.2	Owner Lab versus Testing Lab	4
4	Pre-Demonstration Configuration.....	5
4.1	System Configuration – Demo Script 1	5
4.2	Distribution Runs – Demo Script 10.....	6
4.3	Control Charting – Demo Script 13	7
4.4	CBOD Loadings Report – Demo Script 15.....	7
5	Demonstration Scripts.....	8
5.1	System Configuration	8
5.2	Program Creation.....	10
5.3	Scheduling.....	12
5.4	Sample Receipt	14
5.5	Standards, Media and Reagent Preparation.....	16
5.6	Total Solids.....	18
5.7	Metals Preparation	20
5.8	Metals Analysis	22
5.9	Data Review and Validation.....	24
5.10	Distribution Runs	26
5.11	Microbiology.....	28
5.12	Quality Assurance.....	29
5.13	Control Charting.....	31
5.14	PLant OPerational (PLOP) Data.....	32
5.15	CBOD Loadings Report	34
5.16	Reporting	35
5.17	System Administration	36

1 Introduction

1.1 Overview

The Austin Water Utility (AWU) provides drinking water and wastewater services to the City of Austin, consisting of approximately 850,505 customers within their 538 square mile service area. The City owns and operates two major drinking water treatment plants, two major wastewater treatment plants, numerous small wastewater treatment plants and a central biosolids management plant that receives biosolids from the wastewater treatment plants. In addition to the treatment plants, AWU operates four analytical laboratories, an industrial pretreatment program, a Water and Wastewater Regulatory Compliance Program, a Water Conservation and Re-use Program, a Biosolids Program, and many other services.

AWU is replacing its internally developed Laboratory Information Management System (LIMS), named AW LIMS, with a commercial off-the-shelf (COTS) solution. Having completed the evaluation of the Request for Proposal, AWU has invited a short list of vendors to demonstrate their proposed solution at the AWU facilities. This document describes the demonstration process, including specific scripts to demonstrate and the expectations of the evaluation team.

1.2 Demonstration Point of Contact

Any questions, requests for clarification or requests for data in connection with this demonstration shall be made to:

Art Acuña
Buyer
Austin Energy
art.acuna@austinenergy.com
512-322-6307

2 Demonstration Guidelines

To facilitate scoring, it is important that the demonstrations follow the scripts included in this document. Based on the limited time for the demonstrations and the number of script items, vendors are responsible to manage their time. The expectation is that the vendors will complete the demonstration scripts in their entirety. During the presentation, the vendor should stipulate any steps that the solution cannot perform, and then resume with the next step.

The vendor should make reasonable judgments about the level of detail to include, and by what process to proceed, while covering each script. If any questions arise during while preparing for the demonstration, the vendor is encouraged to contact AWU for clarification.

AWU expects that each script item will be individually addressed with the vendor identifying each step as it is performed. The vendor should also make every effort to demonstrate items in the same order in which they appear in this script. Any deviations from the order of the steps in the script should be explicitly noted by the presenter. During the presentation, a designated person will work with the vendor to keep the discussion moving and cover the items in the allotted time.

The expectation is that each vendor will provide a demonstration of an integrated solution. This means if certain transactions affect information in another module or trigger another transaction elsewhere in the system, the impact of these particular transactions on any other component of the system should be shown.

2.1 Demonstration Software

The licensed components comprising the system used in the demonstration must be the same as that included in the response to the RFP. If certain requirements described in these scripts are provided by third-party software as part of your solution proposal, you are expected to demonstrate the third party product and so indicate during the demonstration. Only products included in your proposal should be used in the demonstration. Any variance between the system being demonstrated and the system specified in the price quotation should be noted. Demonstrated products or components included in the price quotation as "optional" should also be noted.

2.2 Demonstration Preparation

Section 4, Pre-Demonstration Configuration, includes tasks to be completed prior to the demonstration to AWU. All tasks described in the scripts themselves must be performed during the demonstration. Items in Section 4 represent steps that are particularly time-consuming or already included in a more succinct form within the scripts.

The demonstration scripts are composed of three different kinds of steps:

- **“Execute” steps** are expected to be performed exactly as described during the demonstration. They begin with action words such as “add”, “create”, “cancel”, and “enter” and typically relate to entering data or configuring the system.
- **“Demonstrate” steps** are also to be performed during the demonstration but are less specific than “Execute” steps. They allow more latitude in how the step is completed with the expectation that the system be shown performing the action described.
- **“Describe” steps** represent less definitive or prescribed actions. In many cases they are not conducive to a strict script so allow the demonstrator to address how this step could be completed in the system without performing a specific series of steps. Showing the relevant features of the system and sharing the approach to completing the step is sufficient. Vendors are encouraged to employ any pre-existing data from their demonstration system that will help illustrate their point.

2.3 Demonstration Evaluation

The evaluation team will score the vendor’s demonstrations. The criteria used for the scoring will include, but not be limited to, the following:

- Demonstration of an integrated solution
- Degree of alignment with business objectives
- System ease of use and performance
- Ability of the solution to address the business and technical requirements
- How well the solution meets future needs of the organization
- Flexibility, configurability, and extensibility of the solution
- Adherence to scripts

3 Demonstration Script Content

3.1 Overview

The goal of the vendor demonstration is to provide the attendees with an understanding of both the proposed system and the vendor that complements what was presented in the response to the RFP. It provides an opportunity for the attendees to observe key functions of the system, gain a deeper understanding of the user interface, and ask detailed questions directly to the vendor.

The demonstration scripts simulate important aspects of the laboratory, including the sample scheduling, sample receipt, analysis, data review, reporting, and quality control. Many of the scripts include actions that will have consequences in subsequent scripts. For example, a single sample may be received in one script, then prepared, analyzed, reviewed, and reporting in later scripts. Creating a flow through multiple scripts allows the attendees to see actions and data that mirror their own workflow reflected in the demonstration.

The order of the scripts roughly follows the sample lifecycle with early scripts representing sample management and receipt, middle scripts representing analysis and day-to-day laboratory functions, and later scripts representing reporting and quality control.

3.2 Owner Lab versus Testing Lab

An important concept to Austin Water Utility is that of “owner lab” and “testing lab”:

- The Owner lab is the “home” lab for a customer or program. The Owner lab is responsible for interacting with the customer, managing sample schedules, and generating formal reports. Samples are not necessarily received by their Owner lab. In some cases the samples are sent directly to the Testing lab, despite being owned by a different lab.
- The Testing lab is the lab performing a particular analysis on a sample. For certain analyses the Testing lab may also be the Owner lab. Testing labs will occasionally send preliminary data to customer, but they will not send formal reports.

4 Pre-Demonstration Configuration

To maximize the utility of the demonstration process, the following information is to be entered prior to the demonstration day. As a courtesy, the information provided below is divided by demo script. Also, pre-configuration actions necessary for a script are noted in step 1 for that script.

4.1 System Configuration – Demo Script 1

1. Create the following laboratories:
 - a. Hornsby Bend (HB) Laboratory
 - b. Instrument (Instrument) Laboratory
 - c. Lower Colorado River Authority (LCRA) *Subcontract* Laboratory
 - d. Microbiology (Micro) Laboratory
 - e. Walnut Creek (WAL) Laboratory
 - f. Water Quality Laboratory (WQL)
2. Add the user “Jon Davis” to the system with the following privileges:
 - a. Associated with “WQL” laboratory
 - b. Assign permissions
 - i. Login samples
 - ii. Create Prep and Analytical batches
 - iii. Enter results
 - iv. Validate results
 - v. Peer Review results
 - vi. Approve results as Section Manager
 - vii. Run reports including management reports
3. Add the user “Brad Gardner” to the system with the following privileges:
 - a. Associated with “Instrument” laboratory
 - b. Assign permissions
 - i. Create Prep and Analytical batches
 - ii. Enter results
 - iii. Validate results
 - iv. Peer Review results
 - c. Grant permissions to run “6010C – Metals Analysis” test method.
4. Create five test methods with the following names and associated parameters:
 - a. ICP Digestion (Prep step required prior to 6010C – Metals Analysis; performed at “Instrument” lab)
 - i. Weight (g)
 - ii. Final Volume (mL)
 - iii. % Solids (%) – *not reportable*
 - b. 6010C – Metals Analysis
 - i. Copper (mg/L)
 - ii. Zinc (mg/L)
 - iii. Copper – Dry Weight (mg/kg)
 - iv. Zinc – Dry Weight (mg/kg)

- c. Total Solids (Analysis performed at Hornsby Bend laboratory)
 - i. "Wet Weight + Dish" (g) [A]
 - ii. "Dry Weight + Dish" (g) [B]
 - iii. Dish Weight (g) [C]
 - iv. Wet Weight (g) [calculated as $A - C = D$]
 - v. Dry Weight (g) [calculated as $B - C = E$]
 - vi. % Solids (%) [calculated as $E / D \times 100$]
 - d. Conductivity (Analysis performed by subcontract laboratory)
 - i. Conductivity (mmhos/cm)
 - e. CBOD (Analysis performed at Walnut Creek laboratory)
 - i. CBOD (mg/L)
5. Create the "WWSLUDGE" program (i.e. test template) with the following test methods assigned to it:
- a. 6010C - Metals Analysis (Solid/Sludge matrix)
 - b. Total Solids
 - c. Conductivity
6. Create the "Wastewater" program (i.e. test template) with the following test method assigned to it:
- a. CBOD – *Assign Reporting Limit (RL) of 2 mg/L.*

4.2 Distribution Runs – Demo Script 10

1. Create a "Total Coliform" test method in the system. This test has three parameters:
 - a. Parameter 1: T. Coli (valid values: "Present" or "Absent")
 - b. Parameter 2: Temperature (numerical result in degrees Celsius)
 - c. Parameter 3: Total Residual Chlorine (numerical result in mg/L)
2. Create an "E. Coli" test method in the system. This test has a single parameter named "E. Coli" that accepts two values "Present" or "Absent".
3. Configure the system to automatically assign an "E. Coli" test to any sample where "T. Coli" is present.
4. *Tests for AWU's drinking water distribution network are performed frequently at locations throughout their service area. "Distribution runs" are performed to gather these samples for testing. Distribution runs are preset routes of sampling locations. The entire run is identified by a color, and each location in the run is given a unique number. Configure a small distribution run in the system based on the following information:*
 - a. Sampling Location: AQUA1
 - i. Sampling Address: 30 Danbury Woods Circle
 - ii. Location Type: Residence
 - iii. Detailed Location: LFOH
 - b. Sampling Location: AQUA2
 - i. Sampling Address: 3404 Long Day Dr.
 - ii. Location Type: Residence
 - iii. Detailed Location: LOH
 - c. Sampling Location: AQUA3
 - i. Sampling Address: 12423 Copperfield Dr.
 - ii. Location Type: Residence
 - iii. Detailed Location: LOH

4.3 Control Charting – Demo Script 13

1. Receive ten samples in the system for the “Wastewater” program WALEFF area (Walnut Creek Treatment Plant Effluent) that include the following results for the “CBOD” parameter in the “CBOD” method:

Collection Date (Entered by User)	Measured Result (mg/L) (Entered by User)	Reportable Result (mg/L) (from LIMS based on MDL)
2/05/12	2.5	2.5
2/06/12	1.00	<2
2/07/12	LE	LE
2/08/12	LE	LE
2/09/12	2.2	2.2
2/10/12	1.04	<2
2/11/12	0.80	<2
2/12/12	2.1	2.1
2/13/12	2.0	2.0
2/14/12	1.20	<2

* LE denotes “Lab Error”, resulting in no analysis.

4.4 CBOD Loadings Report – Demo Script 15

1. Enter the following Daily Flow values for Walnut Creek effluent (WALEFF) as Plant Operations data:

Date	Plant Area	Train	Reading Type	Reading*
2/6/12	Effluent	1	Day flow	61.875
2/7/12	Effluent	1	Day flow	58.958
2/8/12	Effluent	1	Day flow	58.631
2/9/12	Effluent	1	Day flow	54.364
2/10/12	Effluent	1	Day flow	40.015
2/11/12	Effluent	1	Day flow	50.714

* Readings are in millions of gallons per day (MGD)

5 Demonstration Scripts

5.1 System Configuration

Functional Business Area: System Configuration			Demo Script No.: 1
Description: Demonstrate how to create users and assign permissions. Demonstrate how to associate users with laboratories. Demonstrate how to create clients and contacts in the system. Demonstrate how test methods are created. Demonstrate how to create instruments in the system.			
Step	Req. #	Requirement Description	Evaluation Comments
1		<i>Prior to the demonstration date, enter the information described in Section 4.1.</i>	
2		Describe how users are created and managed.	
3		Describe how to manage user permissions.	
4		Describe how users are assigned to one or more of the multiple laboratories at AWU: <ul style="list-style-type: none"> ▪ Water Quality Laboratory (WQL) ▪ South Austin Regional (SAR) ▪ Hornsby Bend (HB) 	

5	<p>Add a "customer" to the system including the following information:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Customer Address <ul style="list-style-type: none"> o Organization: <i>Special Services</i> o Address: <i>3907 S. Industrial Drive, Suite 100</i> Austin, TX 78744-1070 <input type="checkbox"/> Primary Contact <ul style="list-style-type: none"> o Name: <i>Antonio Canales</i> o Phone: <i>512-999-1000</i> o Email: <i>canales@austintexas.gov</i> <p>Explain how and where this information can be used (.e. Alerts, Automatic Emails, Report Routing, etc.).</p>	
6	<p>Demonstrate adding multiple contacts to the "customer" by adding the following contact to "<i>Special Services</i>":</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contact: <i>David Houston</i> <input type="checkbox"/> Contact Email: <i>houston@austintexas.gov</i> 	
7	<p>Describe how customers and contacts can be associated with programs, sample areas, etc. within the system.</p>	
8	<p>Describe the process for creating the test method "Total Solids" in Section 4.1, step 4.c.</p>	
9	<p>Assign the following method detection limit (MDL) to the "CBOD" test method:</p> <ul style="list-style-type: none"> <input type="checkbox"/> CBOD: 2.0 mg/L 	
10	<p>Create a new instrument in the system named "ICP #1".</p>	
SCORE:	Comments:	

5.2 Program Creation

Functional Business Area: Program Creation			Demo Script No.: 2
<p>Description: Demonstrate how to recreate AWU's data hierarchy in the system. Demonstrate how to create and modify a sampling program. Demonstrate how to set analytical limits (e.g. MDL, RL). Demonstrate how to duplicate programs to reduce data entry.</p>			
Step	Req. #	Requirement Description	Evaluation Comments
1		<p>Demonstrate how to create the following data hierarchy within the system. The hierarchy is necessary to organize data for required reports:</p> <ul style="list-style-type: none"> • Source (e.g. Industrial Waste or Regulatory) • Program (e.g. Wastewater or Industrial Waste Surcharge) • Area (sampling point name, e.g. WALEFF, WALINF, or the Sample Source ID from Industrial Waste) • Sample Collection Point (e.g. manhole or tap) • Plant Sequence Order (i.e. the order of sampling points throughout the treatment plant) <p><i>Note: Each sample must have a value for each level in the data hierarchy, except Plant Sequence Order, which is only required for treatment plant sampling points.</i></p>	
2		<p>Add a sample location described below to a sampling program named "Wastewater":</p> <ul style="list-style-type: none"> <input type="checkbox"/> Plant Name: Walnut Creek Wastewater Treatment Plant <input type="checkbox"/> Plant Code: WAL <input type="checkbox"/> Area Name: WALEFF <input type="checkbox"/> Sample Type: <u>Grab Composite</u> <input type="checkbox"/> Sample Matrix: Wastewater <input type="checkbox"/> Client Contact: Paul George <input type="checkbox"/> Program Manager: Gary Gilmer <input type="checkbox"/> Add the following analyses to the sampling program: <ul style="list-style-type: none"> ○ Total Solids 	

3	Duplicate an existing program to facilitate creation of a nearly identical program (i.e. copy to reduce repetitive program creation steps).	
SCORE:	Comments:	

5.3 Scheduling

Functional Business Area: Scheduling			Demo Script No.: 3
<p>Description: Demonstrate how to schedule samples to be automatically received. Demonstrate how to schedule recurring sampling events. Demonstrate how sampling schedules are displayed and coordinated within the system. Demonstrate how to create bottle labels and chains of custody.</p>			
Step	Req. #	Requirement Description	Evaluation Comments
1		Schedule a daily sampling event that automatically receives samples for the "Process Control" sampling event at WALEFF into the lab daily.	
2		Demonstrate how to disable automatic sample receipt for a sampling event.	
3		Demonstrate how the newly created daily sampling event can be set to occur on non-holiday weekdays only.	
4		Demonstrate how to streamline the sample receipt process by pre-entering known information for anticipated samples, including: <ul style="list-style-type: none"> <input type="checkbox"/> Program Name: WWSLUDGE <input type="checkbox"/> Area Name: HBCOMP <input type="checkbox"/> Sample Type: Grab <input type="checkbox"/> Sample Matrix: Solid/Sludge <input type="checkbox"/> Tests to be Performed: <ul style="list-style-type: none"> <input type="checkbox"/> 6010C – Metals Analysis <ul style="list-style-type: none"> <input type="checkbox"/> Performed at testing lab: "Instrument" <input type="checkbox"/> Total Solids – HB <ul style="list-style-type: none"> <input type="checkbox"/> Performed at testing lab: "HB" <input type="checkbox"/> Conductivity <ul style="list-style-type: none"> <input type="checkbox"/> Performed at testing lab: "LCRA" (Subcontract) <input type="checkbox"/> Anticipated Receipt Schedule: Every Monday, Wednesday, and Friday 	
5		Describe how the system can print the bottle labels for a bottle kit for the "WWSLUDGE" program. Labels should include individual bottle tracking information.	
6		Describe how the system can print the Chain-of-Custody forms for the "WWSLUDGE" program.	

7		Describe how the system cancels a sampling event and notifies the appropriate lab of the cancellation.	
8		Describe how the system can alert labs to an upcoming sampling event.	
9		Print the schedule of sampling events by week, month and user-specified timeframes.	
SCORE:		Comments:	

5.4 Sample Receipt

Functional Business Area: Sample Receipt			Demo Script No.: 4
<p>Description: Demonstrate how to receive samples from a predefined program or template. Demonstrate how to receive <i>ad hoc</i> samples. Demonstrate how changes are made to a program. Demonstrate how files are attached to programs, samples and tests.</p>			
Step	Req. #	Requirement Description	Evaluation Comments
1		Receive the three pending samples in the existing "WWSLUDGE" <u>project program</u> as a batch. <ul style="list-style-type: none"> ▪ HBCOMP-05MAR12-1 <ul style="list-style-type: none"> ○ Sample Date: March 5, 2012 ▪ HBCOMP-05MAR12-2 <ul style="list-style-type: none"> ○ Sample Date: March 5, 2012 ▪ HBCOMP-05MAR12-3 <ul style="list-style-type: none"> ○ Sample Date: March 5, 2012 	
2		Indicate sample HBCOMP-05MAR12-3 has insufficient volume for analysis. Also, demonstrate how to either cancel the analysis or reschedule the sampling event.	
3		Assume the sampler delivered sample for the WWSLUDGE program that was not scheduled to arrive until next week. Demonstrate how to add this sample to the sampling event by copying information from a past sample login. Name the sample: HBCOMP-05MAR12-4	

4		<p>Log in an <i>ad hoc</i> sample the lab was not expecting with the following information:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Program: WWSLUDGE <input type="checkbox"/> Customer: Hornsby Bend BMP <input type="checkbox"/> Contact: Jody Slagle <input type="checkbox"/> Facility: Hornsby Bend <input type="checkbox"/> Location: HBCOMP <input type="checkbox"/> Grab Sample Collection Date: March 2, 2012 <input type="checkbox"/> Date Due: Rush <input type="checkbox"/> Sample Type: Grab <input type="checkbox"/> Sample Matrix: Sludge <input type="checkbox"/> Analysis: Total Solids <input type="checkbox"/> Sample Identifier: HBCOMP-05MAR12-5 	
5		Add the "Conductivity" test method to the sample HBCOMP-05MAR12-5 after sample login.	
6		Demonstrate how the system informs the lab user that the holding time for "Total Solids" has been exceeded for sample HBCOMP-05MAR12-5.	
7		Auto-login/Receive a sample for the "Wastewater" program requiring CBOD analysis.	
8		Demonstrate how the sample receipt information, including individual bottle tracking, can be displayed.	
9		Demonstrate how sample labels can be generated and used for tracking samples within the laboratory.	
10		Demonstrate how to notify appropriate personnel of samples with a short hold-time or turnaround time.	
SCORE:		Comments:	

5.5 Standards, Media and Reagent Preparation

Functional Business Area: Standards, Media and Reagent Preparation			Demo Script No.: 5
Description: Demonstrate how the system allows the creation of standards and reagents. Demonstrate how the system will maintain records of standards, media and reagents. Demonstrate how the system will disallow the use of expired standards.			
Step	Req. #	Requirement Description	Evaluation Comments
1		Add the following standards to the Standards Inventory: <ol style="list-style-type: none"> 1. Spike Standard Cu <ul style="list-style-type: none"> ▪ Brand: Specpure ▪ Concentration: 100 mg/L Cu ▪ Lot #: 12-12783I ▪ Expiration Date: 6/01/2012 2. Spike Standard Zn <ul style="list-style-type: none"> ▪ Brand: Specpure ▪ Concentration: 100 mg/L Zn ▪ Lot #: 12-12783J ▪ Expiration Date: 6/01/2012 	
2		Demonstrate how the system generates a unique identifier for each standard.	
3		Demonstrate how the system would alert the users that a standard was about to expire.	
4		Demonstrate how the system would prevent a user from using an expired standard.	
5		Describe how the list of available standards is filtered by the laboratory performing the analysis. For example, standards at SAR are not listed for the same test methods performed at WQL.	
6		Add the following reagent to the Reagents Inventory: <ol style="list-style-type: none"> 1. Fisher Scientific <ul style="list-style-type: none"> ▪ Reagent: HNO₃, conc. ▪ Lot #: 1109080 ▪ Expiration Date: 08/10/11 	

7		Demonstrate how the system will maintain records of standards, media and reagents, including: <ul style="list-style-type: none">▪ Preparation dates▪ Expiration Dates▪ Lot Numbers▪ In-Laboratory Stock numbering system▪ Link to Certificate of Analysis or in-house validation document▪ Preparation schedules (alert system for upcoming expiration dates)▪ Updating/modifying of preparation schedules	
SCORE:		Comments:	

5.6 Total Solids

Functional Business Area: Total Solids			Demo Script No.: 6
<p>Description: Demonstrate how to batch samples in the system. Demonstrate how to cancel analyses assigned to a sample. Demonstrate how to makes notes against a sample or analysis. Demonstrate how to manually enter results into the system. Demonstrate how to perform calculations in the system.</p>			
Step	Req. #	Requirement Description	Evaluation Comments
1		Cancel the pending "Total Solids" analysis for sample HBCOMP-05MAR12-2.	
2		Create a batch for the "HBCOMP" samples pending "Total Solids" analysis. Include a blank in the batch: <ul style="list-style-type: none"> ▪ Blank ▪ HBCOMP-05MAR12-1 ▪ HBCOMP-05MAR12-3 	
3		After creating the batch demonstrate how to indicate sample HBCOMP-05MAR12-3 was dropped and broken at the bench. Demonstrate how the system cancels the "Total Solids" test method on that sample, enters an error code, and automatically notifies the senior chemist of the event.	
4		Enter the following results: <ul style="list-style-type: none"> □ Blank <ul style="list-style-type: none"> ○ Wet Weight + Dish: 60.1752 g ○ Dry Weight + Dish: 50.1672 g ○ Dish Weight: 50.1673 g □ HBCOMP-05MAR12-1 <ul style="list-style-type: none"> ○ Wet Weight + Dish: 71.7442 g ○ Dry Weight + Dish: 66.5639 g ○ Dish Weight: 52.9652 g 	

5		Demonstrate how the system calculates the following values: <ul style="list-style-type: none">□ Blank<ul style="list-style-type: none">○ Wet Weight: 10.0079 g○ Dry Weight: -0.0001 g○ % Total Solids: 0.00%□ HBCOMP-05MAR12-1<ul style="list-style-type: none">○ Wet Weight: 18.7790 g○ Dry Weight: 13.5897 g○ % Solids: 72.41%	
SCORE:		Comments:	

5.7 Metals Preparation

Functional Business Area: Metals Preparation			Demo Script No.: 7
Description: Demonstrate how to generate a backlog report for sample preparation. Demonstrate how to prepare a batch of samples. Demonstrate how to print batch labels. Demonstrate how the system allows re-preparation of a sample.			
Step	Req. #	Requirement Description	Evaluation Comments
1		Query the backlog for the samples requiring method "ICP Digestion" prep.	
2		Demonstrate how the backlog can be sorted by: <ul style="list-style-type: none"> <input type="checkbox"/> Sample Age <input type="checkbox"/> Holding Time <input type="checkbox"/> Priority <input type="checkbox"/> Prep Method 	
3		Create the prep batch using the following information: <ul style="list-style-type: none"> <input type="checkbox"/> Set-Up Date: [today] <input type="checkbox"/> Prep Analyst: <ul style="list-style-type: none"> o Brad Gardner <input type="checkbox"/> Batch: <ul style="list-style-type: none"> o LRB - Laboratory Reagent Blank (QC) o LFB - Laboratory Fortified Blank (QC) o HBCOMP-05MAR12-1 o HBCOMP-05MAR12-2 o HBCOMP-05MAR12-2 MSPK – Matrix Spike (QC) o HBCOMP-05MAR12-2 MSD - Matrix Spike Duplicate QC o HBCOMP-05MAR12-3 	
4		Change the Matrix Spike (MS) and Matrix Spike Duplicate (MSD) for the prep batch from "HBCOMP-05MAR12-2" to "HBCOMP-05MAR12-1".	
5		Assign the following two standards to the MS and MSD samples as spiking solution: <ul style="list-style-type: none"> <input type="checkbox"/> Spiking Solution Cu – 100 mL <input type="checkbox"/> Spiking Solution Zn – 100 mL 	

6		Demonstrate how the system allows the standard selection to be changed after initial selection.	
7		Return the following sample to the backlog due to unsuccessful preparation: <input type="checkbox"/> HBCOMP-05MAR12-3	
8		Complete the prep batch using the following information: <input type="checkbox"/> LRB <ul style="list-style-type: none"> ○ Weight: n/a ○ Final Volume: 50 mL <input type="checkbox"/> LFB <ul style="list-style-type: none"> ○ Weight: n/a ○ Final Volume: 50 mL <input type="checkbox"/> HBCOMP-05MAR12-1 <ul style="list-style-type: none"> ○ Weight: 0.6993 g ○ Final Volume: 50 mL ○ % Solids: 72.3% <input type="checkbox"/> HBCOMP-05MAR12-1 MSPK <ul style="list-style-type: none"> ○ Weight: 0.7025 g ○ Final Volume: 50 mL ○ % Solids: 72.3% <input type="checkbox"/> HBCOMP-05MAR12-1 MSD <ul style="list-style-type: none"> ○ Weight: 0.6920 g ○ Final Volume: 50 mL ○ % Solids: 72.3% <input type="checkbox"/> HBCOMP-05MAR12-2 <ul style="list-style-type: none"> ○ Weight: 0.7215 g ○ Final Volume: 50 mL ○ % Solids: 69.8% 	
9		Update sample status, so each sample is ready for analysis.	
SCORE:		Comments:	

5.8 Metals Analysis

Functional Business Area: Metals Analysis		Demo Script No.: 8	
Description: Demonstrate how to create an analytical batch. Demonstrate how to perform quality control calculations on analytical results. Demonstrate how to perform simple calculations using results from multiple analyses.			
Step	Req. #	Requirement Description	Evaluation Comments
1		Query the backlog for the samples ready for "6010C – Metals Analysis".	
2		Demonstrate how to create an analytical batch from samples listed in the backlog: <ul style="list-style-type: none"> <input type="checkbox"/> Set-Up Date: [today] <input type="checkbox"/> Batch: <ul style="list-style-type: none"> ○ ICV - Initial Calibration Verification (QC) ○ ICB - Initial Calibration Blank (QC) ○ LRB - Laboratory Reagent Blank (QC) ○ LFB - Laboratory Fortified Blank (QC) ○ HBCOMP-05MAR12-1 ○ HBCOMP-05MAR12-1 MSPK – Matrix Spike (QC) ○ HBCOMP-05MAR12-1 MSD - Matrix Spike Duplicate QC ○ CCV – Continuing Calibration Verification (QC) ○ CCB – Continuing Calibration Blank (QC) 	
3		Demonstrate how to assign the following information to the newly created batch: <ul style="list-style-type: none"> <input type="checkbox"/> RunID: [system generated] <input type="checkbox"/> Instrument: ICP #1 <input type="checkbox"/> Analyst: Brad Gardner 	
4		Demonstrate how only users granted permission to enter results for the "6010C – Metals Analysis" test method are allow to do so.	

5		<p>Enter the following results for the copper and zinc:</p> <ul style="list-style-type: none"> <input type="checkbox"/> LRB <ul style="list-style-type: none"> <input type="radio"/> Copper: 0.01 mg/L <input type="radio"/> Zinc: 0.00 mg/L <input type="checkbox"/> LFB <ul style="list-style-type: none"> <input type="radio"/> Copper: 2.04 mg/L <input type="radio"/> Zinc: 1.99 mg/L <input type="checkbox"/> HBCOMP-05MAR12-1 <ul style="list-style-type: none"> <input type="radio"/> Copper: 2.14687 mg/L <input type="radio"/> Zinc: 4.11103 mg/L <input type="checkbox"/> HBCOMP-05MAR12-1 MSPK <ul style="list-style-type: none"> <input type="radio"/> Copper: 4.26475 mg/L <input type="radio"/> Zinc: 6.09878 mg/L <input type="checkbox"/> HBCOMP-05MAR12-1 MSD <ul style="list-style-type: none"> <input type="radio"/> Copper: 3.60230 mg/L <input type="radio"/> Zinc: 5.83504 mg/L <input type="checkbox"/> HBCOMP-05MAR12-2 <ul style="list-style-type: none"> <input type="radio"/> Copper: 4.17 mg/L <input type="radio"/> Zinc: 5.52 mg/L 	
6		Calculate the dry weight values for HBCOMP-05MAR12-1.	
7		<p>Describe how the system can calculate and evaluate the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Initial Calibration Verification (Recovery) <input type="checkbox"/> Continuing Calibration Verification (Recovery) <input type="checkbox"/> Reagent Blank Checks (Maximum Concentration) <input type="checkbox"/> Laboratory Control Sample (LCS) <input type="checkbox"/> Matrix Spike/Matrix Spike Duplicate <input type="checkbox"/> Post Digestion Spikes (Recovery) <input type="checkbox"/> Internal Standards (Recovery) <input type="checkbox"/> Instrument (Dilution Factor) <input type="checkbox"/> Sample Dilution Factor 	
SCORE:		Comments:	

5.9 Data Review and Validation

Functional Business Area: Data Review and Validation			Demo Script No.: 9
Description:			
Demonstrate how the system automatically performs quality control calculations (e.g. % recovery, RPD)			
Demonstrate how the system allows the entry of subcontracted analysis results.			
Demonstrate how the system allows review of analytical results at the batch level.			
Demonstrate how the system allows review of all analytical results for a sample.			
Demonstrate how the system allows review and approval of data by collection or analysis date.			
Step	Req. #	Requirement Description	Evaluation Comments
1		Demonstrate how the system performs quality control calculations for Copper in the sample HBCOMP-05MAR12-1 referenced in the Metals Analysis script: <ul style="list-style-type: none"> <input type="checkbox"/> MS % Recovery: 105.8940% <input type="checkbox"/> MSD % Recovery: 72.7717% <input type="checkbox"/> RPD: 16.8411% 	
2		Demonstrate how the Copper result for the HBCOMP-05MAR12-1 sample can be qualified with "Matrix Interference" as a result of the low percent recovery.	
3		Describe how QC calculations can be performed.	
4		Describe how acceptable limits for a sample can vary based on its concentration.	
5		Return the following sample to the backlog due for re-analysis: <ul style="list-style-type: none"> <input type="checkbox"/> HBCOMP-05MAR12-2 	
6		Demonstrate how a user can perform a batch level review of results and associated quality control.	
7		Demonstrate how an analyst can approve a batch for review by a senior chemist.	
8		Demonstrate how the system can inform a lab user that all analyses assigned to a sample have been completed and are ready for data review.	
9		Describe how results pending approval can be filtered by various fields (program, sample area, analyte, etc.), then approved at once.	
10		Enter the following "Conductivity" value for HBCOMP-05MAR12-1 as a result from a subcontract laboratory: <ul style="list-style-type: none"> <input type="checkbox"/> Conductivity: 1.37 mmhos/cm 	

12		Enter the following "CBOD" value for HBCOMP-05MAR12-1 using the "CBOD" test method: □ CBOD: 1.8 mg/L	
13		Demonstrate how the system informs a user that analysis on a sample is complete and ready for review.	
14		Demonstrate how the system allows a user to review all analytical results for a sample.	
15		Demonstrate how the system indicates the CBOD result for the HBCOMP-05MAR12-1 sample is below the MDL.	
16		Demonstrate how the system allows a user to approve data to be used on final reports.	
SCORE:		Comments:	

5.10 Distribution Runs

Functional Business Area: Distribution Runs			Demo Script No.: 10
<p>Description: Demonstrate how to manage distribution run routes. Demonstrate how to quickly receive a large number of samples. Demonstrate how to record field data.</p>			
Step	Req. #	Requirement Description	Evaluation Comments
1		Prior to the demonstration date, enter the information described in Section 4.2.	
2		Add a new sampling location to the existing AQUA distribution run (created in step 1 during pre-demonstration preparation). <ol style="list-style-type: none"> 1. Sampling Location: AQUA4 <ol style="list-style-type: none"> a. Location Address: 4608 Whispering Valley Dr. b. Location Type: Residence c. Detailed Location: ROH 	
3		Demonstrate how to quickly receive all samples collected during the AQUA distribution run.	
4		Cancel analyses for the AQUA4 sampling location, noting location was inaccessible.	
5		Enter the following field data for samples AQUA1 through AQUA3: <ol style="list-style-type: none"> 1. Sampling Location: AQUA1 <ol style="list-style-type: none"> a. Temperature: 16.5 °C b. Total Residual Chlorine (TRC): 2.7 mg/L 2. Sampling Location: AQUA2 <ol style="list-style-type: none"> a. Temperature: 16.0 °C b. TRC: 2.3 mg/L 3. Sampling Location: AQUA3 <ol style="list-style-type: none"> a. Temperature: 17.0 °C b. TRC: 2.5 mg/L 	

6		<p>Change the address for the AQUA3 sampling information:</p> <ol style="list-style-type: none"> 1. Sampling Location: AQUA3 <ol style="list-style-type: none"> a. Location Address: 1021 Markham Lane b. Location Type: Residence c. Detailed Location: FOH 	
7		<p>Demonstrate how the address of the AQUA3 sampling location is "12423 Copperfield Dr." for the received sample but will be "1021 Markham Lane" for future samples received from that location.</p> <p><i>Note: For all distribution runs the color/number identifier, such as AQUA3, is occasionally moved to another physical location. AWU wishes to retain the physical address where the sample was collected, even after the "default" address for that color/number identifier changes. In other words, AQUA3 samples collected at "12423 Copperfield Dr." should always be listed as such, even when the AQUA3 "default" address changes to "1021 Markham Lane".</i></p>	
SCORE:		Comments:	

5.11 Microbiology

Functional Business Area: Microbiology			Demo Script No.: 11
Description: Demonstrate how to enter results into the system. Demonstrate how to record multiple analysts involved with a single step. Demonstrate how to trigger follow-up analyses based on the result of an analysis. Demonstrate how to schedule new sampling events based on the result of an analysis. Demonstrate how to notify affected parties of a high or positive result.			
Step	Req. #	Requirement Description	Evaluation Comments
1		Query the backlog for the samples requiring method "Total Coliform" method.	
2		Create a batch for "Total Coliform" analysis of the three "AQUA" samples.	
3		Enter the following results for "Total Coliform" analyzed in "MICRO" lab: 1. AQUA1: T. Coli – Absent 2. AQUA2: T. Coli – Present 3. AQUA3: T. Coli – Absent	
4		Demonstrate how the system allows multiple analysts to be associated with a single analytical or preparatory step.	
5		Demonstrate that the system automatically created an "E. Coli" test for the AQUA2 sample due to the presence of T. Coli. AQUA1 and AQUA3 samples should have no "E. Coli" test assigned.	
6		Describe how the system would schedule three new samples for collection at AQUA2-A, AQUA2-B, and AQUA2-C, based on the presence of T. Coli at AQUA2.	
7		Describe how the system could use the presence of T. Coli in a sample to trigger a notification of a presumptive positive result to the Senior Chemistry Supervisor.	
SCORE:		Comments:	

5.12 Quality Assurance

Functional Business Area: Quality Assurance			Demo Script No.: 12
Description: Demonstrate how a Quality Assurance project <u>program</u> can be created. Demonstrate how the true value and acceptance range can be stored for each QA sample. Demonstrate how QA samples can be blind to the analyst. Demonstrate how Proficiency Testing results can be stored in the system. Demonstrate how method certifications can be maintained to allow or disallow users to enter results. Demonstrate how the system maintains training records.			
Step	Req. #	Requirement Description	Evaluation Comments
1		Demonstrate how the system allows QA/Training records to be stored, including: <ul style="list-style-type: none"> <input type="checkbox"/> Demonstration of Capability <input type="checkbox"/> Proficiency Testing <input type="checkbox"/> MDL Studies 	
2		Log in the following Quality Assurance sample: <ul style="list-style-type: none"> <input type="checkbox"/> Location: PT-K <input type="checkbox"/> Parameter: Potassium <input type="checkbox"/> Sample Number: PT20122 <input type="checkbox"/> True Value: 102 ppm <input type="checkbox"/> Acceptance Low Value: 92 ppm <input type="checkbox"/> Acceptance High Value: 112 ppm 	
3		Demonstrate how the system maintains blind QA samples by only allowing QA personnel and supervisors to view the QA-specific information entered in step 2.	
4		Demonstrate how the system can record Proficiency Testing results and associated pass/fail information.	
5		Certify user "Jon Davis" to perform the "Total Coliform" test method.	
6		Remove any certification for "Brad Gardner" to perform the "Total Coliform" test method.	
7		Demonstrate how the system allows "Jon Davis" to enter results for the "Total Coliform" test method, but does not allow "Brad Gardner" to do the same.	

8		Demonstrate how the system maintains training records for each user, and indicate how those training records can affect the behavior of the system.	
SCORE:		Comments:	

5.13 Control Charting

Functional Business Area: Control Charting			Demo Script No.: 13
Description: Demonstrate how to create and update control charts. Demonstrate how to chart historical results against both dynamically and manually created control limits.			
Step	Req. #	Requirement Description	Evaluation Comments
1		Prior to the demonstration date, perform the steps described in Section 4.3.	
2		Generate a control chart based on the following parameters. <ul style="list-style-type: none"> ▪ Program: Wastewater ▪ Test Method: CBOD ▪ Parameter: CBOD <i>Note: Results should include the historical data entered in step 1, as well as the new sample results entered in the Data Review and Validation script.</i>	
3		Demonstrate how the system generates a Control Chart based on the QC results, such as spike recovery results.	
4		Demonstrate how the system allows the user to manually define control limits by method and parameter.	
5		Demonstrate how the system can dynamically set control limits based on the values calculated using statistical process control techniques.	
6		Demonstrate how the system produces control charts by various criteria, including analytical method, technician, instrument, sampling point, and date range.	
SCORE:		Comments:	

5.14 PLant Operational (PLOP) Data

Functional Business Area: PLant Operational (PLOP) Data			Demo Script No.: 14																																								
<p>Description: Demonstrate how the system stores plant operation data. Demonstrate how the system can combine plant operation and laboratory analytical data on the same report. Demonstrate how plant operational fields can be managed within the system.</p>																																											
Step	Req. #	Requirement Description	Evaluation Comments																																								
1		<p>Describe how the following plant operational values for “South Austin Regional Walnut Creek Treatment Plant” can be entered:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Flow: <ul style="list-style-type: none"> o Measured Date: 05-FEB-2012 o Plant Code: WAL <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Time</th> <th>Plant Area</th> <th>Train</th> <th>Reading Type</th> <th>Reading*</th> </tr> </thead> <tbody> <tr> <td>00:00</td> <td>Effluent</td> <td>1</td> <td>Day flow</td> <td>60.208</td> </tr> <tr> <td>23:00</td> <td>Effluent</td> <td>1</td> <td>Day max</td> <td>70.000</td> </tr> <tr> <td>02:00</td> <td>Effluent</td> <td>1</td> <td>Day min</td> <td>50.000</td> </tr> <tr> <td>23:00</td> <td>Effluent</td> <td>1</td> <td>Day 2hr</td> <td>70.000</td> </tr> <tr> <td>00:00</td> <td>Influent</td> <td>1</td> <td>Day flow</td> <td>65.887</td> </tr> <tr> <td>16:00</td> <td>Influent</td> <td>1</td> <td>Day max</td> <td>76.410</td> </tr> <tr> <td>08:00</td> <td>Influent</td> <td>1</td> <td>Day min</td> <td>42.340</td> </tr> </tbody> </table> <p>* Readings are in millions of gallons per day (MGD)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Rainfall: <ul style="list-style-type: none"> o Reading Date; 05-FEB-2012 o Plant Code: WAL o Measurement: 0.08 	Time	Plant Area	Train	Reading Type	Reading*	00:00	Effluent	1	Day flow	60.208	23:00	Effluent	1	Day max	70.000	02:00	Effluent	1	Day min	50.000	23:00	Effluent	1	Day 2hr	70.000	00:00	Influent	1	Day flow	65.887	16:00	Influent	1	Day max	76.410	08:00	Influent	1	Day min	42.340	
Time	Plant Area	Train	Reading Type	Reading*																																							
00:00	Effluent	1	Day flow	60.208																																							
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16:00	Influent	1	Day max	76.410																																							
08:00	Influent	1	Day min	42.340																																							
2		Describe how treatment plant operators can enter operational data in a streamlined interface that does not offer access to the LIMS at large.																																									
3		Describe how operational data can be reviewed and approved without requiring access to the LIMS.																																									

4		Demonstrate how to create a new plant operational field in the system.	
5		Demonstrate how to indicate a plant operational field is no longer required for a given plant.	
SCORE:	Comments:		

5.15 CBOD Loadings Report

Functional Business Area: CBOD Loadings Report			Demo Script No.: 15
Description: Demonstrate how to create a custom report. Demonstrate how to add custom calculations to a report. Demonstrate how to add aggregate values to a report. Demonstrate how the system treats <u>character results</u> (<2, >10, LE) in reports (display, calculation, aggregate values).			
Step	Req. #	Requirement Description	Evaluation Comments
1		Prior to the demonstration date, enter the information described in Section 4.4.	
2		Create a custom report that displays the following values for the Walnut Creek Effluent (WALLEFF) in the "Wastewater" program: <ul style="list-style-type: none"> <input type="checkbox"/> Date <input type="checkbox"/> CBOD Result (mg/L) <input type="checkbox"/> Day Flow (MGD) <input type="checkbox"/> Daily Loading (lbs/day) – See equation below $[\text{Daily Loading}] = [\text{CBOD Result}] * [\text{Day Flow}] * 8.34$	
3		Add the average loading to be displayed at the bottom of the report.	
4		Demonstrate how CBOD values under the MDL can be displayed as "< 2".	
5		Describe how calculations that include a "less than" or "greater than" values can display the result of the calculation as also "less than" or "greater than". For example, the average of <2 and 3 would be displayed as <2.5.	
6		Describe how the system can be configured to treat "less than" and "greater than" values differently in calculations, according to the reporting rules. For example, some reporting rules may dictate a value less than the MDL be considered equal to the MDL for calculations, while others treat it as 0 and still others as ½ MDL.	
SCORE:		Comments:	

5.16 Reporting

Functional Business Area: Reporting		Demo Script No.: 16	
Description: Demonstrate how to generate and output reports. Demonstrate how to export data from reports and queries. Describe how to automate complex report generation, such as netDMR.			
Step	Req. #	Requirement Description	Evaluation Comments
1		Generate a simple standard report that displays the analytical results for the Wastewater <u>HBCOMP</u> sample logged in during the sample receiving script.	
2		Demonstrate how to generate a sample backlog report that can saved and distributed in softcopy or hardcopy format.	
35		Demonstrate the system's ability to generate charts and graphs.	
46		Demonstrate how to generate <i>ad hoc</i> reports.	
57		Demonstrate how to export reports to standard output formats, such as Adobe PDF, Microsoft Excel, or Comma-Separated Values (CSV) text.	
68		Demonstrate how to generate a billing report from the system.	
79		Describe how both preliminary and final laboratory data can be included on the same report with preliminary data marked as such.	
810		Describe how the system automates or facilitates report generation in an electronic document delivery (EDD) format for use in cases such as TCEQ's netDMR format.	
SCORE:		Comments:	

5.17 System Administration

Functional Business Area: System Administration			Demo Script No.: 17
Description: Demonstrate the system administration functions. Demonstrate system security features. Demonstrate system configuration. Describe system support for LDAP and single sign-on.			
Step	Req. #	Requirement Description	Evaluation Comments
1		Demonstrate how the administrator will manage "choice lists" (i.e. items that appear in drop down lists).	
2		Demonstrate how the administrator would add new data entry fields to the system.	
3		Demonstrate how the administrator would indicate that a data field is required/optional.	
4		Demonstrate how the administrator would modify the label of an existing data field.	
5		Describe how the system supports ActiveDirectory/LDAP and single sign-on features.	
SCORE:		Comments:	



ChemWare Best and Final Offer

HORIZON® LABORATORY INFORMATION MANAGEMENT SYSTEM

PREPARED FOR:

AUSTIN WATER UTILITY

PROJECT:

LIMS PROPOSAL

RFP# MSO0062

DATE:

APRIL 10, 2012

CHEMWARE CONTACT:

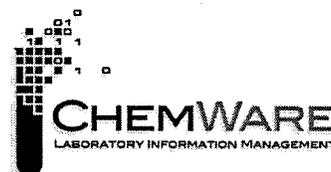
CONOR WARD

900 RIDGEFIELD DRIVE, SUITE 150

RALEIGH, NC 27609

919.855.8716 x227

CWARD@CHEMWARE.COM





April 5, 2012

Chemware, Incorporated
Attn: Conor Ward
Director of Business Development
900 Ridgefield Drive, Suite 150
Raleigh, NC 27609

Re: Request for Clarification and Best and Final Offer (BAFO) for RFP
MSO0062 LIMS-Laboratory Information Management System

Dear Mr. Ward:

In reviewing your proposal, the items below require additional information or clarification:

- 1) Please submit a Best and Final Offer with the following factored into the revised offer:
 - a. Changes to third party licensing, whether adding or removing licenses, based on AWU's needs or goals learned during the vendor demonstrations.
 - b. Proper licensing to allow Plant Operations and Engineering staff to review, report, and graph data relevant to them in a dashboard or web portal.
 - c. Sufficient licensing and services to provide for both production and test/training environments **operating on separate hardware or Virtual Machine.**
 - d. An implementation plan and budget based on the assumption that AWU will be contributing **1 FTE total** to configuration and deployment activities.
 - e. Austin Water work practices or project expectations learned during the vendor demonstrations.
 - f. The cost of any advanced configuration or customization required to allow AWU's sample name format (detailed below) to be the primary mechanism for identifying samples used by lab staff and customers. The primary sample reference on data entry forms and reports must use sample name instead of sample id or

sample_number. For example the data entry fields required to manually enter an analytical result such as batch, parameter, dilution factor, result, units, method, testing lab, analyst, analysis date/time and the sample name field must appear in the same screen view without horizontal scrolling.

AWU Sample Name Format:

<Sample Area/Site>-<Collection Date in format DDMONYY>-<Sample Type Code or 1st letter of Program if sample type code is null and a number if needed for uniqueness> is the default sample name format supplied by AWLIMS. It is used for all autologged samples. It is also used for *ad hoc* samples from most programs but not all. The Industrial waste programs use sample tag number which is manually entered into the sample name field at login.

For example, WALEFF-05MAR12-C is the unique sample name for the Walnut Effluent Composite collected March 5th 2012. It also has a unique sample id 1228649, which is entirely numeric and is used extensively in the programming of the LIMS, but the sample name is what the lab staff and customers primarily use to identify the sample and is the primary sample identification on all forms and the only sample identification on reports and user query forms.

- 2) Explain any differences between using a fully installed client versus a browser-based client, including available features, look-and-feel, and version upkeep considerations.
- 3) Explain the approach to and experience with implementing Single Sign-On (SSO) with Active Directory (AD) with the proposed system. If customization is required, please reflect this effort in the costs.

The desire of AWU is to allow users on the *austinwater* domain to skip the entry of username and password in the LIMS by using treating their authentication on the domain as their point of single sign-on. Users not in the domain, whether on a different domain on the City network or outside the City network entirely, would be required to supply a username and password during LIMS login.

By City security policy, only one user may be logged into the network on a computer at a time. No group accounts are allowed, and, if another user requires the computer, the second user must authenticate on the domain before performing any actions. This policy applies even to computers controlling instruments in the laboratory.

- 4) Describe the roadmap over the next three years for the proposed system, including:
- a. Major feature additions or changes to the core product.
 - b. Significant changes to the code base, programming language(s) used, and product architecture.
 - c. Changes to the mechanism for developing, producing, and distributing reports in the system.

Please provide this information no later than 1:00 PM central time on April 10, 2012.

Thank you for your continued interest in the City of Austin. If you have any questions, please contact me at 512/322-6307, or FAX 512/322-6490 or e-mail at Art.Acuna@austinenergy.com.

Sincerely,



Art Acuña
Senior Buyer
Purchasing Office

AGENDA



Recommendation for Council Action (Purchasing)

Austin City Council	Item ID:	16071	Agenda Number	53.
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Meeting Date:	June 28, 2012
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Department:	Purchasing
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Subject

Authorize award, negotiation and execution of a service contract with CHEMWARE INC., or one of the other qualified offerors of RFP No. MSO0062, for the purchase of a Laboratory Information Management System (LIMS) including software, implementation services, training and maintenance and support services for the Austin Water Utility in an estimated amount not to exceed \$718,777.

Amount and Source of Funding

Funding is available in the Fiscal Year 2011-2012 Capital Budget of the Austin Water Utility.

Fiscal Note

There is no unanticipated fiscal impact. A fiscal note is not required.

Purchasing Language:	Best evaluated proposal received.
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Prior Council Action:	
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For More Information:	Ken Ming, Contract Compliance Manager /512-974-6557
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Boards and Commission Action:	Recommended by the Water and Wastewater Commission.
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Related Items:	
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MBE / WBE:	This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified: therefore, no goals were established for this solicitation.
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Additional Backup Information

This contract is to provide the Austin Water Utility (AWU) Laboratory Services Division (LSD) with a new integrated commercial off the shelf (COTS) Laboratory Information Management System (LIMS) for the computer based data management of information related to the collection and testing of drinking water, wastewater, and environmental samples conducted on behalf of AWU and other City Departments.

The terms of this contract will cover all required software licensing for the new system in the production and test environments, data migration and system implementation services, training, and annual maintenance and support for the system during the implementation period and the first five years of production.

This new system will replace the existing obsolete AWU LIMS, developed in-house and in continuous use since 1989, with a modern fully supported COTS LIMS that includes all the functionality of the existing system and provides essential enhancements in automation, processing, security, reporting, quality system management, and integration with other applicable City and AWU applications.

The AWU LSD maintains laboratories at four locations and is accredited in accordance with the National Environmental Laboratory Accreditation Program (NELAP). Each year AWU LSD staff use the LIMS to produce approximately 215 regulatory compliance reports. These reports are submitted to and reviewed by regulatory staff of the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA) to establish that AWU is in compliance with the permits issued to AWU for operating their Drinking Water, Wastewater, and Biosolids facilities and systems in accordance with the Federal Clean Water Act (CWA) and Safe Drinking Water Act (SDWA).

The new system will enable laboratory management to operate and maintain the laboratories effectively and efficiently while meeting all requirements for NELAP accreditation and TCEQ/EPA laboratory approval. The new system will also provide an efficient and reliable means for the use of existing and future laboratory data for process control, regulatory reporting and decision making by treatment plant staff, engineers and utility management.

PRICE ANALYSIS

- a. Adequate competition
- b. 99 notices were sent including 5 MBEs and 4 WBEs

APPROVAL JUSTIFICATION

- a. Best evaluated proposal
- b. The Purchasing Office concurs with the Austin Water Utility recommended award.
- c. Advertised in the Austin American Statesman and on the Internet

**AUSTIN WATER UTILITY LABORATORY INFORMATION MANAGEMENT SYSTEM
RFP NO. MSO0062**

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Jonathan Davis

PRINTED NAME

Jonathan Davis

SIGNATURE

3-5-12

DATE

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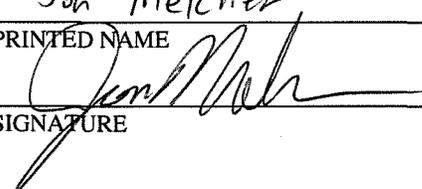
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Jon Melcher

PRINTED NAME


SIGNATURE

3/5/12

DATE

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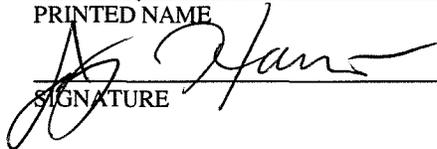
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JAY HARRIS

PRINTED NAME



SIGNATURE

3/5/12

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September Scheldrups

PRINTED NAME

SIGNATURE

3-5-12

DATE



MEMORANDUM

TO: Evaluation Committee Members

FROM: Art Acuna, Senior Buyer

DATE: November 30, 2011

SUBJECT: RFP MSO0062 – Austin Water Utility Laboratory Information Management System.

Thank you for participating in the evaluation process of the Request for Proposals named above. You will receive a packet that includes a copy of each proposal received, a copy of the original solicitation (offered on share drive), in addition to the evaluation score sheet and guidance documents offered by the consultant. These documents are for your use and may be marked up. The Purchasing Office will maintain original submissions. The following guidelines will govern the evaluation process.

1. As a member of an Evaluation Committee on a City of Austin project, each member of the Committee is charged with the responsibility of protecting the proposals and guaranteeing non-disclosure of any information or materials contained in the proposals. Take care with securing your copies and any notes.
2. Discussions of the proposals will be conducted during the Evaluation Committee meeting only. There should be no discussions between committee members or the Proposers, or any other source. Do not respond to ANY inquiries from the media, City staff or citizens. Refer all of them to the Purchasing Office Buyer. All Proposers have submitted an Anti-Lobbying Affidavit as a part of their proposal, which, if violated, could result in disqualification of their proposal.
3. Each Committee member should read each proposal and independently score it per the solicitation instructions and attached score sheet prior to the evaluation meeting. You may not change any criteria or the relative importance of any criteria. You may not add or delete evaluation criteria. Specific instructions/guidelines for the evaluation are attached.

4. The Purchasing Office will review the M/WBE Subcontractor Participation information submitted with the Department of Small and Minority Business Resources if applicable. Results will be reported to the committee.
5. The Purchasing Office is responsible for scoring the total evaluated cost section and vendor exception of COA terms and conditions. Do not score cost, financial viability and exceptions to COA terms and conditions individually.

On the week of December 19, 2011, the Committee will meet for discussion and group scoring of the proposals. At this meeting your score may be posted on a board with other scores for the purpose of team discussions. After the Evaluation Committee has decided that the scoring is acceptable, a composite score will be calculated. The proposer with the highest score will be the recommended proposer.

Once the Evaluation Committee has completed its scoring, the Purchasing Office Buyer will collect all copies of proposals, working notes and scoring drafts for destruction. If you will be participating in the contract negotiations or executions, you may retain your copy of the winning proposal.

EVALUATION INSTRUCTIONS

1. Review the solicitation document so that you understand the nature of the Request for Proposals.
2. Review the matrix before reading the proposals so you understand the basis of evaluation.
3. Be fair, reasonable and consistent based on the criteria in the RFP.
4. If, at any time during the evaluation process, you discover that you may have a conflict of interest, notify the Purchasing Office buyer immediately. An Evaluation Committee member with a relationship/prejudice for or against any proposer can put the group's work at risk.
5. Award each proposer points (zero to the maximum listed) in each of the evaluation criteria based on the strengths and weaknesses of the proposal. Be able to explain your reasons for your scores. Make notes, references to document your position.
6. Do not allow your opinion of the merits of one criterion to influence the points you give in another criterion. Each criterion must be evaluated separately. For example, a poor program may be quick. In this instance, you will grade the program poorly, but you may also award a high number of points for schedule.

AUSTIN WATER UTILITY LABORATORY INFORMATION MANAGEMENT SYSTEM
RFP NO. MSO0062

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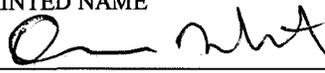
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Dana White
PRINTED NAME


SIGNATURE

12/1/11
DATE

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SELVI MOHAMED

PRINTED NAME

Selvi Mohamed

SIGNATURE

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RICHARD BOSCH
PRINTED NAME

RICHARD BOSCH
SIGNATURE

12-2-11
DATE

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Antonio M. Cavales
PRINTED-NAME

Antonio M. Cavales
SIGNATURE

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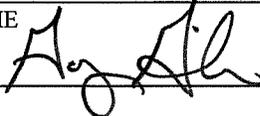
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GARY GILMER

PRINTED NAME



SIGNATURE

12/01/11

DATE

AUSTIN WATER UTILITY LABORATORY INFORMATION MANAGEMENT SYSTEM
RFP NO. MSO0062

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Susan C. Davis
PRINTED NAME

Susan C. Davis
SIGNATURE

02 December 2011
DATE

AUSTIN WATER UTILITY LABORATORY INFORMATION MANAGEMENT SYSTEM
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Santos O. Urra Jr.
PRINTED NAME

Santos O. Urra Jr.
SIGNATURE

11-2-11
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Trinity J. O'neal

PRINTED NAME

JJC

SIGNATURE

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Paul R. George
PRINTED NAME

[Signature]
SIGNATURE

12/2/11
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Judy Musgrove
PRINTED NAME

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SIGNATURE

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Jane Burazer

PRINTED NAME

Jane Burazer

SIGNATURE

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R. BROWNLEE BOWMER
PRINTED NAME

R. Brownlee Bowmer
SIGNATURE

MARCH 2, 2012
DATE

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PHIL BARRETT
PRINTED NAME

Phil Barrett
SIGNATURE

3-6-12
DATE



April 5, 2012

Labtopia Informatix, Inc.
Attn: Jeanne A. Mensingh
12929 Gulf Freeway Suite 108
Houston, TX 77034

Re: Request for Clarification and Best and Final Offer (BAFO) for RFP
MSO0062 LIMS-Laboratory Information Management System

Dear Ms. Mensingh:

In reviewing your proposal, the items below require additional information or clarification:

- 1) Please submit a Best and Final Offer with the following factored into the revised offer:
 - a. Changes to third party licensing, whether adding or removing licenses, based on AWU's needs or goals learned during the vendor demonstrations.
 - b. Proper licensing to allow Plant Operations and Engineering staff to review, report, and graph data relevant to them in a dashboard or web portal.
 - c. Sufficient licensing and services to provide for both production and test/training environments **operating on separate hardware or Virtual Machine.**
 - d. An implementation plan and budget based on the assumption that AWU will be contributing **1 FTE total** to configuration and deployment activities.
 - e. Austin Water work practices or project expectations learned during the vendor demonstrations.
 - f. The cost of any advanced configuration or customization required to allow AWU's sample name format (detailed below) to be the primary mechanism for identifying samples used by lab staff and customers. The primary sample reference on data entry forms and reports must use sample name instead of sample id or

sample_number. For example the data entry fields required to manually enter an analytical result such as batch, parameter, dilution factor, result, units, method, testing lab, analyst, analysis date/time and the sample name field must appear in the same screen view without horizontal scrolling.

AWU Sample Name Format:

<Sample Area/Site>-<Collection Date in format DDMONYY>-<Sample Type Code or 1st letter of Program if sample type code is null and a number if needed for uniqueness> is the default sample name format supplied by AWLIMS. It is used for all autologged samples. It is also used for *ad hoc* samples from most programs but not all. The Industrial waste programs use sample tag number which is manually entered into the sample name field at login.

For example, WALEFF-05MAR12-C is the unique sample name for the Walnut Effluent Composite collected March 5th 2012. It also has a unique sample id 1228649, which is entirely numeric and is used extensively in the programming of the LIMS, but the sample name is what the lab staff and customers primarily use to identify the sample and is the primary sample identification on all forms and the only sample identification on reports and user query forms.

- 2) Explain any differences between using a fully installed client versus a browser-based client, including available features, look-and-feel, and version upkeep considerations.
- 3) Explain the approach to and experience with implementing Single Sign-On (SSO) with Active Directory (AD) with the proposed system. If customization is required, please reflect this effort in the costs.

The desire of AWU is to allow users on the *austinwater* domain to skip the entry of username and password in the LIMS by using treating their authentication on the domain as their point of single sign-on. Users not in the domain, whether on a different domain on the City network or outside the City network entirely, would be required to supply a username and password during LIMS login.

By City security policy, only one user may be logged into the network on a computer at a time. No group accounts are allowed, and, if another user requires the computer, the second user must authenticate on the domain before performing any actions. This policy applies even to computers controlling instruments in the laboratory.

- 4) Describe the roadmap over the next three years for the proposed system, including:
- a. Major feature additions or changes to the core product.
 - b. Significant changes to the code base, programming language(s) used, and product architecture.
 - c. Changes to the mechanism for developing, producing, and distributing reports in the system.

Please provide this information no later than 1:00 PM central time on April 10, 2012.

Thank you for your continued interest in the City of Austin. If you have any questions, please contact me at 512/322-6307, or FAX 512/322-6490 or e-mail at Art.Acuna@austinenergy.com.

Sincerely,



Art Acuña
Senior Buyer
Purchasing Office



March 10, 2012

To: Art Acuña

Senior Buyer, Austin Energy
City of Austin
124 West 8th Street, 3rd floor Suite 310
Austin, TX 78701

RE: MSO0062-final clarification and BAFO

Dear Mr. Acuña

Labtopia Informatix has provided clarification below on the questions in the document received on April 5, 2012. Our responses are in **blue**.

- 1) Please submit a Best and Final Offer with the following factored into the revised offer:

Updated Cost Proposal is in Attachment 1

- a. Changes to third party licensing, whether adding or removing licenses, based on AWU's needs or goals learned during the vendor demonstrations.

Please see changes in regards to offering NWA versus the SQC module. Based on the requirements clarified during the demonstration the SQC module will meet the requirements of Austin at a reduced cost.

- b. Proper licensing to allow Plant Operations and Engineering staff to review, report, and graph data relevant to them in a dashboard or web portal.

All licensing for the use of SampleManager is full/concurrent and will allow the above requirements.

- c. Sufficient licensing and services to provide for both production and test/training environments **operating on separate hardware or Virtual Machine.**

The use of SampleManager allows for a test and a production instance at no additional charge. The licenses purchased cover both.

- d. An implementation plan and budget based on the assumption that AWU will be contributing 1 FTE total to configuration and deployment activities.

Attachment 2 (Project Plan and Example Schedule)

- e. Austin Water work practices or project expectations learned during the vendor demonstrations. (See Attachment 1: Updated Cost Proposal)
- f. The cost of any advanced configuration or customization required to allow AWU's sample name format (detailed below) to be the primary mechanism for identifying samples used by lab staff and customers. The primary sample reference on data entry forms and reports must be use sample name instead of sample id or sample_number. For example the data entry fields required to manually enter an analytical result as batch , parameter, dilution factor, result, units, method, testing lab, analyst, analysis date/time and the sample name field must appear in the same screen view without horizontal scrolling.

AWU Sample Name Format:

<Sample Area Site><Collection Date in format DDMMYYYY>-<Sample Type Code or 1st letter of Program if sample type code is null and a number if needed for uniqueness> is the default sample name format supplied by ASLIMS. It is used for all atuologged samples. It is also used for ad hoc samples from most programs but not all. The Industrial waste programs use sample tag number which is manually entered into the sample field at login.

For example, WALEFF-05MAR12-C is the unique sample name for the Walnut Effluent Composite collected March 5th 2012. It also has a unique sample id 1228649, which is entirely numeric and is used extensively in the programming of the LIMS, but the sample name is what the lab staff and customers primarily use to identify the sample and is the primary sample identification on all forms and the only sample identification on reports and user query forms.

The desired syntax is possible with minimal configuration. The implementation analyst would write a simple VGL program to pull the sample location / site and the current date and the increment at the end. There is no major pre-configuration required because SampleManager is able to generate the syntax from the data while it is being entered at sample login time. The syntax of all sample types can be configured by the user (LIMS Adiministrator).

- 2) Explain any differences between using a fully installed client versus a browser-based client, including available features, look-and-feel, and version upkeep considerations.

Using Thermo Fisher's WebAccess Suite (WAS) allows any SampleManager client to be deployed via the web with no loss of or change in functionality. The technology provides instant access from any device or platform while retaining 100% of the SampleManager's features and function. WAS eliminates the need for Citrix MetaFrame and/or Microsoft Windows Terminal Services. The server-based solution deploys a near-zero-footprint clients. WAS supports multiple client platforms including Windows, Mac OS X, Solaris, Linux, UNIX, Windows CE and Pocket PC and Internet Explorer, Firefox, Netscape and Safari browsers. Safari browsers



- 3) Explain the approach to and experience with implementing Single Sign-On (SSO) with Active Directory (AD) with the proposed system. If customization is required, please reflect this effort in the costs.

SampleManager LIMS fully supports Single Sign-on with Active Directory as a standard security configuration mode, no system customization to accomplish this is necessary. The fields to configure this approach are outlined in Chapter 2: Security, of the attached SampleManager System Administration Guide.

- 4) Describe the roadmap over the next three years for the proposed system including:
 - a. Major feature additions or changes to the core product.
 - b. Significant changes to the code base, programming language(s) used, and product architecture.
 - c. Changes to the mechanism for developing, producing, distributing reports in the system.

The formal and current SampleManager Product Roadmap is displayed graphically in Attachment 3 and goes through 2012. This document is maintained by Thermo Informatics Product Management and is updated quarterly.

The GANTT Chart for the implementation schedule is not included. This will be in a separate email. We wanted to meet the deadline of 1 pm. Should you have any questions please contact me.

Regards,

A handwritten signature in black ink, appearing to read "Jeanné A. Mensingh".

Jeanné A. Mensingh
12929 Gulf Freeway, Suite 108
Houston, TX 77034
Office: 281-619-2600
Fax: 281-619-2605
Mobile: 713-515-4837
jmensingh@labtopiainc.com
www.labtopiainc.com



ATTACHMENT !

Updated Cost Proposal

Project Deliverables	Qty	Units	Unit Cost	Extended Cost*
Software Licensing				
Production Environment				
Core System Licenses	30	Concurrent full users license, *includes Web access license	\$6,000	\$ 180,000
Reporting System Licenses SampleManager NWA Link	1	License	\$5,000	\$5,000
Water Module	1	License	\$15,000	\$15,000
SQC Module	1	License	\$5,000	\$5,000
Instrument Integration Licenses	1	Base License— includes 3 instrumentation connection types	\$10,000	\$10,000
	40 (estimated)		\$ 350	\$ 14,000
Statistical Package Licenses	n/a			
Treatment Data Storage Licenses (PLOP replacement), if applicable	n/a			
Other License	n/a			
Test Environment				
Core System Licenses	n/a			
Reporting System Licenses	n/a			
Instrument Integration Licenses	n/a			
Statistical Package Licenses	n/a			
Treatment Data Storage Licenses (PLOP replacement), if applicable	n/a			
Other Licensing	n/a			

Project Deliverables	Qty	Units	Unit Cost	Extended Cost*
Project Management				
Requirements Analysis	5	days	\$185/hr onsite	\$7,400
Detailed Design	5	days	\$185/hr onsite	\$7,400
Implementation Management	5	days	\$185/hr onsite	\$7,400
Other Project Management	6	days	\$165/hr onsite	\$7,920
Integration Services				
Instrument Integration	15	days	\$165/hr offsite	\$19,800
WEIRS Integration	15	days	\$165/hr offsite	\$19,800
Treatment Integration (PLOP replacement)	15	days	\$165/hr offsite	\$19,800
Reporting				
Creation/Replacement of Priority Reports	5	days	\$185/hr onsite	\$7,400
	20	days	\$165/hr offsite	\$26,400
Data Migration				
Legacy Data Migration/ Transformation	5	days	\$185/hr onsite	\$7,400
	10	days	\$165/hr offsite	\$13,200
Implementation Services				
System Installation / Installation Qualification	5	Days	\$185/hr onsite	\$7,400
	10	days	\$ 165/hr offsite	\$13,200
System Configuration	15	Days	\$185/hr onsite	\$22,200
	48	days	\$165/hr offsite	\$ 63,360
System Testing	5	days	\$185/hr onsite	\$7,400
	5	days	\$ 165/hr offsite	\$6,600
Training				
1. Administrator Training 1 attendee to a 4-day course at Thermo	4	Training days	\$700/training day	\$2,000
2. Report Development Training (2) 2-day courses at Thermo, 2 attendees	8	Training days	\$700/training day	\$5,600
3. End User Training 5 attendees to a 5-day course at Thermo (includes SQC training)	25	Training days	\$700/training day	\$17,500



Project Deliverables	Qty	Units	Unit Cost	Extended Cost*
Peer-Train The Trainer Course Development	1	day	\$160/hr onsite	\$1,280
Documentation	1	media * doc kit	\$100	\$100
Annual Maintenance				
Implementation Period <i>(provided at no additional charge)</i>		n/a	n/a	n/a
Production Year 1	1	Annual service contract	18% of Installed Software Costs	\$43,020
Production Year 2	1	Annual service contract	18% of Installed Software Costs	\$ 44,261
Production Year 3	1	Annual service contract	18% of Installed Software Costs	\$ 44,261
Production Year 4	1	Annual service contract	18% of Installed Software Costs	\$ 44,261
Production Year 5	1	Annual service contract	18% of Installed Software Costs	\$ 44,261
Source Code Escrow				
Source Code Escrow Services**				\$ 2,900
Totals				
			Total Software Licensing	\$224,000
			Total Project Management	\$30,120
			Total Integration Services	\$113,800
			Total Implementation Services	\$ 146,640
			Total Annual Maintenance	\$220,064
			Total Source Code Escrow Services	\$2,900
			Grand Total	\$737,524

ATTACHMENT 2

Task Name	Work	Duration	Start	Finish
LIMS Implementation	768 hrs	145 days	TBD	TBD
Project Kick-off	24 hrs	2 days	TBD	TBD
Joint Project Team Kickoff Presentation, Methodologies, Initial Requirements Meetings	16 hrs	2 days	TBD	TBD
Planning Meeting for Schedule and Scope for Workshops	8 hrs	1 day	TBD	TBD
Standard Product Training for LIMS Core Team			TBD	TBD
LIMS User Training	4 days	4 days	TBD	TBD
LIMS Admin Training	5 days	5 days	TBD	TBD
Workshop I – Confirm High Level Requirements	56 hrs	25 days	TBD	TBD
Sample Flow	8 hrs	1 day	TBD	TBD
Retains, Incidents, Standards, Containers, Aliquots	8 hrs	1 day	TBD	TBD
Batches	16 hrs	2 days	TBD	TBD
Sample Labels, Barcodes	8 hrs	1 day	TBD	TBD
SQC	8 hrs	1 day	TBD	TBD
Reagents and Stocks	0 hrs	1 day	TBD	TBD
Sample Points and Locations	8 hrs	1 day	TBD	TBD
Create and Deliver Prototype 1	104 hrs	11 days	TBD	TBD
Develop Prototype	40 hrs	5 days	TBD	TBD
Install Software	16 hrs	2 days	TBD	TBD
Deliver Prototype	16 hrs	2 days	TBD	TBD
Assisted Build 1	32 hrs	2 days	TBD	TBD
Sample Flow	16 hrs	2 days	TBD	TBD
Preparations	8 hrs	1 day	TBD	TBD
Templating	8 hrs	1 day	TBD	TBD
Workshop 2 - System and Instrument Integration Requirements	24 hrs	3 days	TBD	TBD

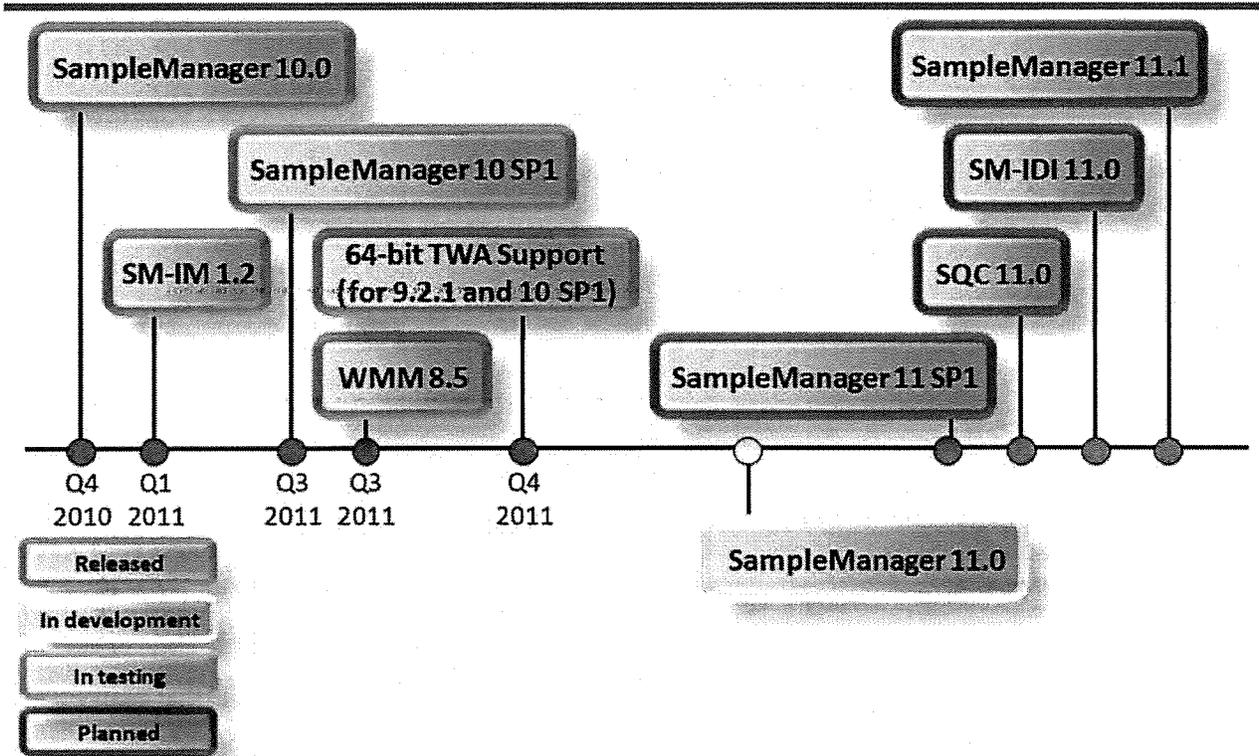
Instruments	24 hrs	3 days	TBD	TBD
Assisted Build 2	32 hrs	8 days	TBD	TBD
Security - Roles, Audits	8 hrs	1 day	TBD	TBD
Electronic Signatures	0 hrs	1 day	TBD	TBD
Explorer Workshop, Ad-Hoc reporting	8 hrs	1 day	TBD	TBD
Inventory Management Workshop	0 hrs	1 day	TBD	TBD
Personnel Certification Workshop	0 hrs	1 day	TBD	TBD
Instrument Calibration and Maintenance Workshop	0 hrs	1 day	TBD	TBD
Batch Workshop	16 hrs	2 days	TBD	TBD
Configuration Build	136 hrs	15 days	TBD	TBD
Instrument Integration	120 hrs	15 days	TBD	TBD
Calculation Workshop	16 hrs	2 days	TBD	TBD
Alternate Calculation Build	0 hrs	2 days	TBD	TBD
Integration Manager Training Workshop	32 hrs	4 days	TBD	TBD
Migration of Data	0 hrs	15 days	TBD	TBD
Workshop 3 Scheduling and Data Review	0 hrs	11 days	TBD	TBD
Requirements	0 hrs	1 day	TBD	TBD
Scheduling set up and workshop	0 hrs	10 days	TBD	TBD
Workshop 4 - Reporting	80 hrs	35 days	TBD	TBD
Requirements	16 hrs	2 days	TBD	TBD
Reports (10)	0 hrs	20 days	TBD	TBD
Reporting Workshop	32 hrs	4 days	TBD	TBD
Reporting Training	32 hrs	4 days	TBD	TBD
Alternate Report Building - Ad Hoc reporting	0 hrs	5 days	TBD	TBD
Assisted Build 3	80 hrs	38 days	TBD	TBD
Specifications	40 hrs	5 days	TBD	TBD
Labels and Barcode creation	16 hrs	2 days	TBD	TBD
SQC Workshop	24 hrs	3 days	TBD	TBD
Extended Configuration	48 hrs	3 days	TBD	TBD
Extended Comments Module	24 hrs	3 days	TBD	TBD



NetDMR set-up	0 hrs	3 days	TBD	TBD
E-mail Notifications	24 hrs	3 days	TBD	TBD
System Testing	0 hrs	10 days	TBD	TBD
Configuration Final, Assisted Build	80 hrs	10 days	TBD	TBD
End User Training	32 hrs	4 days	TBD	TBD
Preparation	16 hrs	2 days	TBD	TBD
Deliver	16 hrs	2 days	TBD	TBD
Go-Live	40 hrs	5 days	TBD	TBD

GANTT Chart Schedule for implementation (Will be sent separately)

Thermo Informatix SampleManager LIMS Roadmap



2 This document contains forward-looking statements based on current expectations, forecasts and assumptions of the Company that involve risks and uncertainties. Forward looking statements are subject to risks and uncertainties associated with the Company's business that could cause actual results to vary materially from those stated or implied by such forward-looking statements.



April 13, 2012

Labtopia Informatix, Inc.
Attn: Jeanne A. Mensingh
12929 Gulf Freeway Suite 108
Houston, TX 77034

Re: Request for Clarification to Clarification 2, RFP MSO0062 LIMS-
Laboratory Information Management System

Dear Ms. Mensingh:

Thank you for submitting your clarification response and BAFO by the April 10, 2012 deadline.

The team feels that through the clarification process some unintentional errors and responses might have been overlooked and would like to offer Labtopia the opportunity to further clarify.

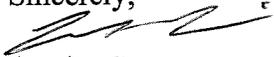
In the course of completing your response, please review the following sections of the response and updated cost proposal submitted by Labtopia on April 10, 2012, but dated March 10, 2012 and include any corrections in your completed response.

- The second line item in the Updated Cost Proposal for Sample Manager NWA link (The written response indicates that NWA is no longer being offered and the line item for the license for NWA was removed but this reference to the NWA link at a cost of \$5000 remains.)
- The Annual Maintenance Section in the Updated Cost Proposal
 - Production Year 1: QTY should be blank, Units should be n/a, unit cost should be n/a, extended cost should be n/a as per the original cost proposal template in the RFP and the City's terms and conditions which were accepted without exception in Labtopia's original response to the proposal.
 - Production Year 2 – 5: Extended cost should be adjusted to be 18% of the Total Software Licensing extended cost in the Updated Cost Proposal.

**Please provide this information no later than 2:00 PM central time on
Tuesday April 17, 2012.**

Thank you for your continued interest in the City of Austin. If you have any questions, please contact me at 512/322-6307, or FAX 512/322-6490 or e-mail at Art.Acuna@austinenergy.com.

Sincerely,



Art Acuña
Senior Buyer
Purchasing Office



April 17, 2012

To: Art Acuña

Senior Buyer, Austin Energy
City of Austin
124 West 8th Street, 3rd floor Suite 310
Austin, TX 78701

RE: MSO0062- clarification 2

Dear Mr. Acuña

Labtopia Informatix has provided clarification below on the questions in the document received on April 13, 2012. Our responses are in **blue**.

- 1) The second line item in the Updated Cost Proposal for Sample Manager NWA link (The written response indicates that NWA is no longer being offered and the line item for the license for NWA was removed but this reference to the NWA link at a cost of \$5000 remains.)
- 2) The Annual Maintenance Section in the Updated Cost Proposal
 - a. Production Year 1: QTY should be blank, Units should be n/a, unit cost should be n/a, extended cost should be n/a as per the original cost proposal template in the RFP and the City's terms and conditions which were accepted without exception in Labtopia's original response to the proposal.
 - b. Production Year 2 – 5: Extended cost should be adjusted to be 18% of the Total Software Licensing extended cost in the Updated Cost Proposal.

Updated Table is in Attachment 1 which should address 1 and 2.

Should you have any questions please contact me.

Regards,

A handwritten signature in black ink, appearing to read 'Jeanné A. Mensingh'.

Jeanné A. Mensingh
12929 Gulf Freeway, Suite 108
Houston, TX 77034
Office: 281-619-2600
Fax: 281-619-2605



ATTACHMENT I

Updated Cost Proposal (Version 2 Update)

Project Deliverables	Qty	Units	Unit Cost	Extended Cost*
Software Licensing				
Production Environment				
Core System Licenses	30	Concurrent full users license,*includes Web access license	\$6,000	\$ 180,000
Reporting System Licenses	n/a	n/a		
Water Module	1	License	\$15,000	\$15,000
SQC Module	1	License	\$5,000	\$5,000
Instrument Integration Licenses	1	Base License— includes 3 instrumentation connection types	\$10,000	\$10,000
	40 (estimated)		\$ 350	\$ 14,000
Statistical Package Licenses	n/a			
Treatment Data Storage Licenses (PLOP replacement), if applicable	n/a			
Other License	n/a			
Test Environment				
Core System Licenses	n/a			
Reporting System Licenses	n/a			
Instrument Integration Licenses	n/a			
Statistical Package Licenses	n/a			
Treatment Data Storage Licenses (PLOP replacement), if applicable	n/a			
Other Licensing	n/a			
Project Management				



Project Deliverables	Qty	Units	Unit Cost	Extended Cost*
Requirements Analysis	5	days	\$185/hr onsite	\$7,400
Detailed Design	5	days	\$185/hr onsite	\$7,400
Implementation Management	5	days	\$185/hr onsite	\$7,400
Other Project Management	6	days	\$165/hr onsite	\$7,920
Integration Services				
Instrument Integration	15	days	\$165/hr offsite	\$19,800
WEIRS Integration	15	days	\$165/hr offsite	\$19,800
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Creation/Replacement of Priority Reports	5	days	\$185/hr onsite	\$7,400
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System Configuration	15	Days	\$185/hr onsite	\$22,200
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System Testing	5	days	\$185/hr onsite	\$7,400
	5	days	\$ 165/hr offsite	\$6,600
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1. Administrator Training 1 attendee to a 4-day course at Thermo	4	Training days	\$700/training day	\$2,000
2. Report Development Training (2) 2-day courses at Thermo, 2 attendees	8	Training days	\$700/training day	\$5,600
3. End User Training 5 attendees to a 5-day course at Thermo (includes SQC training)	25	Training days	\$700/training day	\$17,500



Project Deliverables	Qty	Units	Unit Cost	Extended Cost*
Peer-Train The Trainer Course Development	1	day	\$160/hr onsite	\$1,280
Documentation	1	media * doc kit	\$100	\$100
Annual Maintenance				
Implementation Period <i>(provided at no additional charge)</i>		n/a	n/a	n/a
Production Year 1	1	n/a	n/a	n/a
Production Year 2	1	Annual service contract	18% of Installed Software Costs	\$ 40,320
Production Year 3	1	Annual service contract	18% of Installed Software Costs	\$ 40,320
Production Year 4	1	Annual service contract	18% of Installed Software Costs	\$ 40,320
Production Year 5	1	Annual service contract	18% of Installed Software Costs	\$ 40,320
Source Code Escrow				
Source Code Escrow Services**				\$ 2,900
Totals				
Total Software Licensing				\$224,000
Total Project Management				\$30,120
Total Integration Services				\$113,800
Total Implementation Services				\$ 146,640
Total Annual Maintenance				\$161,280
Total Source Code Escrow Services				\$2,900
Grand Total				\$678,740



April 5, 2012

Perkin Elmer Health Sciences Inc.
Attn: Gwen George-Bruno
Proposal and Contracts Administrator
710 Bridgeport Avenue
Shelton, CT 06484

Re: Request for Clarification and Best and Final Offer (BAFO) for RFP
MSO0062 LIMS-Laboratory Information Management System

Dear Gwen George-Bruno:

In reviewing your proposal, the items below require additional information or clarification:

- 1) Please submit a Best and Final Offer with the following factored into the revised offer:
 - a. Changes to third party licensing, whether adding or removing licenses, based on AWU's needs or goals learned during the vendor demonstrations.
 - b. Proper licensing to allow Plant Operations and Engineering staff to review, report, and graph data relevant to them in a dashboard or web portal.
 - c. Sufficient licensing and services to provide for both production and test/training environments **operating on separate hardware or Virtual Machine.**
 - d. An implementation plan and budget based on the assumption that AWU will be contributing **1 FTE total** to configuration and deployment activities.
 - e. Austin Water work practices or project expectations learned during the vendor demonstrations.
 - f. The cost of any advanced configuration or customization required to allow AWU's sample name format (detailed below) to be the primary mechanism for identifying samples used by lab staff and customers. The primary sample reference on data entry forms and reports must use sample name instead of sample id or

sample_number. For example the data entry fields required to manually enter an analytical result such as batch, parameter, dilution factor, result, units, method, testing lab, analyst, analysis date/time and the sample name field must appear in the same screen view without horizontal scrolling.

AWU Sample Name Format:

<Sample Area/Site>-<Collection Date in format DDMONYY>-<Sample Type Code or 1st letter of Program if sample type code is null and a number if needed for uniqueness> is the default sample name format supplied by AWLIMS. It is used for all autologged samples. It is also used for *ad hoc* samples from most programs but not all. The Industrial waste programs use sample tag number which is manually entered into the sample name field at login.

For example, WALEFF-05MAR12-C is the unique sample name for the Walnut Effluent Composite collected March 5th 2012. It also has a unique sample id 1228649, which is entirely numeric and is used extensively in the programming of the LIMS, but the sample name is what the lab staff and customers primarily use to identify the sample and is the primary sample identification on all forms and the only sample identification on reports and user query forms.

- 2) Explain any differences between using a fully installed client versus a browser-based client, including available features, look-and-feel, and version upkeep considerations.
- 3) Explain the approach to and experience with implementing Single Sign-On (SSO) with Active Directory (AD) with the proposed system. If customization is required, please reflect this effort in the costs.

The desire of AWU is to allow users on the *austinwater* domain to skip the entry of username and password in the LIMS by using treating their authentication on the domain as their point of single sign-on. Users not in the domain, whether on a different domain on the City network or outside the City network entirely, would be required to supply a username and password during LIMS login.

By City security policy, only one user may be logged into the network on a computer at a time. No group accounts are allowed, and, if another user requires the computer, the second user must authenticate on the domain before performing any actions. This policy applies even to computers controlling instruments in the laboratory.

- 4) Describe the roadmap over the next three years for the proposed system, including:
- a. Major feature additions or changes to the core product.
 - b. Significant changes to the code base, programming language(s) used, and product architecture.
 - c. Changes to the mechanism for developing, producing, and distributing reports in the system.

Please provide this information no later than 1:00 PM central time on April 10, 2012.

Thank you for your continued interest in the City of Austin. If you have any questions, please contact me at 512/322-6307, or FAX 512/322-6490 or e-mail at Art.Acuna@austinenergy.com.

Sincerely,



Art Acuña
Senior Buyer
Purchasing Office



- 1) Please submit a Best and Final Offer with the following factored into the revised offer:
 - a. Changes to third party licensing, whether adding or removing licenses, based on AWU's needs or goals learned during the vendor demonstrations.

AWU requires an Industrial Pre-Treatment application and we included 3rd party software called Linko in the initial RFP response to address this requirement. The Linko application is very robust and has a number of applications over and above the normal Pre-Treatment functions. LABWORKS also has a pre-treatment module and we use it for a number of other clients for similar applications to AWU. We were not certain of the requirements for the Industrial Pre-Treatment application before the demonstration so we included the Linko software to insure that we would be in compliance with the requirements. After the demonstration, we are now confident that the module within LABWORKS will accomplish all of the requirements for AWU and we have removed the Linko software from the cost.

- b. Proper licensing to allow Plant Operations and Engineering staff to review, report, and graph data relevant to them in a dashboard or web portal.

LABWORKS Explorer is a reduced function user license that allows review, report and graphing capabilities but does not allow changing or inputting data. These licenses are concurrent and can be used as either client server or on the Web - or any combination of these two up to the number of licenses owned. For instance, we have included 16 Explorer licenses (On the cost proposal, they are listed as Reporting System Licenses. There are 15 included as additional licenses and one is included in the base system for a total of 16 concurrent licenses) and AWU personnel could use 10 on the network and 6 on the Web, or any other combination that does not exceed 16 users total. In our experience, view-only users do not require one concurrent license per user. The number that we typically use is 4 people per one Explorer license and this is where the 16 licenses came from ($4 \times 16 = 64$). One of the options we have provided for other clients is to leave the license count open for 2-3 months once AWU starts utilizing the new LIMS system. We can then go to the license count within LABWORKS and see what the utilization has been. If 16 are not enough, we can address this at that time. If AWU believes this number is low, you can adjust it to what you believe to be a good number and utilize the pricing that we have included in the cost proposal.

Lastly, we just introduced a new license type that is exactly the same as Explorer, but has the added feature of allowing the user to login a sample. The user cannot enter results or make changes, but they can login a sample to the system via the Web or on the network. This license type is \$1,200 per concurrent user.

- c. Sufficient licensing and services to provide for both production and test/training environments **operating on separate hardware or virtual machine.**

This cost is in the proposal under Core System licenses at \$3264 for each "instance" for a total of \$6528 for 2.

- d. An implementation plan and budget based on the assumption that AWU will be contributing **1 FTE total** to configuration and deployment activities.

We have adjusted the number of days to reflect AWU's participation.

- e. ~~Austin Water work practices or project expectations learned during the vendor demonstrations.~~

What we learned, from AWU's documentation and demo, are incorporated in this response and on the revised cost proposal.

- f. The cost of any advanced configuration or customization required to allow AWU's sample name format (detailed below) to be the primary mechanism for identifying samples used by lab staff and customers. The primary sample reference on data forms and reports must use sample name instead of sample id or sample _number. For example, the data entry fields required to manually enter analytical result such as batch, parameter, dilution factor, result, units, method, testing lab, analyst, analysis, date/time, and sample field name must appear in the same screen view without horizontal scrolling.

AWU Sample Name Format

<samplearea/site>-<collection Date in format DDMMYY>-<Sample Type Code or 1st letter of Program sample type code is null and a number if needed for uniqueness> is the default sample name format supplied by AWLIMS. It is used for all autologged samples. It is also used for ad hoc samples from most programs but not all. The Industrial waste programs use sample tag number which is manually entered into the sample name field at login.

For example, WALEFF-05Mar12-c is the unique sample name for the Walnut Effluent Composite collected March 5th 2012. It also has the unique sample id 1228649, which is entirely numeric and is used extensively in the programming of the LIMS, but the sample name is what the lab staff and customers primarily use to identify the sample and is the primary sample identification on all forms and the only sample identification on reports and user query forms.

We have incorporated the time for this configuration into the days associated with the System Installation/Installation Qualification. We have configured unique sample naming formats for other clients and are confident that we can accomplish this configuration with the time we have allotted in the cost proposal.

- 2) Explain any differences between using fully installed client versus a browser-based client, including available feature, look-and-feel, and version upkeep considerations.

The main difference between a fully- installed client and a browser -based client is that the fully-installed client has the administrative functions (such as adding a new user, changing permissions, adding a new analysis code etc.) whereas the Web client does not. The Web client

does have all of the normal user functions such as logging in a sample, putting in results, creating reports, querying the data, and viewing the data.

- 3) Explain the approach to and experience with implementing Single-sign-on (SSO) with Active Directory (AD) with the proposed system. If customization is required, please reflect this effort in the costs.

The desire of AWU is to allow users on the *austinwater* domain to skip the entry of username and password in the LIMS by using treating their authentication on the domain as their point of single sign-on. Users not in the domain, whether on a different domain on the city network or outside the city network entirely, would be required to supply a username and password during LIMS login.

By city security policy, only one user may be logged into the network on a computer at a time. No group accounts are allowed, and, if another user requires the computer, the second must authenticate on the domain before performing any actions. This policy applies even to computers controlling instruments in the laboratory.

LABWORKS has both domain and internal authentication methods. For users/computers who are domain members, single sign on authentication is based on the user being a member of a domain group and having privileges in LABWORKS. If the user/computer is not a domain member, then authentication can be accomplished using an account managed by LABWORKS.

- 4) Describe the roadmap over the next three years for the proposed system, including:
- a. Major feature additions or changes to the core product.
 - b. Significant changes to the code base, programming language(s) used, and product architecture.
 - c. Changes to the mechanism for developing, producing, and distributing reports in the system.

LABWORKS R&D is responsive to client feedback and requirements. Development of the LABWORKS LIMS software is managed through the strategic product pipeline process used for all PerkinElmer products. As part of this process, specific goals and objectives are outlined to address emerging market requirements, competitive feature sets, product architecture updates and ongoing product support. New features are introduced using .NET architecture. Future releases are expected to build on the new architecture by delivering tailored workflow and state transitions and will include additional control of the graphical user interface elements based on workflow.

Major releases are planned every 12-18 months. The list detailed below shows current intentions regarding product features and behavior. These intentions may change as we respond to customer requirements.

As part of the Ensemble for QA/QC suite from PerkinElmer, there are planned enhancements to the integration with the Laboratory Execution System (LES). A lab execution system is a paper replacement solution for standardized bench sheets and workflows. In addition, the following additions or changes are expected for LABWORKS V6.4:

- Sample Archive
- Enhance batching to allow assigning multiple QA samples, pre-assigned and ad hoc
- Sample login enhanced to allow user definable grouping
- Set location code specification without assigning test
- Lock or mark calculated result fields
- Ability to configure sample receipt, worksheets and routing reports with Crystal Reports
- Option to send sample reports to selected printers
- Webtop browser compatibility

Cost Proposal *Perkin Elmer*

Project Deliverables	Qty	Unit of Measure (hours, licenses, etc.)	Unit Cost	Extended Cost*
Software Licensing				
Production Environment				
Base system cost	1	See description below	\$25,500	\$25,500
Core System Licenses	29	Concurrent	\$3264	\$94,656
Reporting System Licenses	15	Concurrent	918	\$13,770
Instrument Integration Licenses – Complex and bi-directional	11	Limslink	\$1300	\$14,300
LABWORKS Pre-Treatment Module	1		\$13,500	\$13,500
Statistical Package Licenses		Included in base	0	0
Treatment Data Storage Licenses (PLOP replacement), if applicable		NA	NA	0
Other Licensing		NA		0
Test Environment				
Core System Licenses	2	Included in base	\$3264	\$6528
Reporting System Licenses		Included in base	0	0
Instrument Integration Licenses		Included in base	0	0
Statistical Package Licenses		Included in base	0	0
Treatment Data Storage Licenses (PLOP replacement), if applicable		Included in base	0	0
Other Licensing		NA		0

Project Deliverables	Qty	Unit of Measure (hours, licenses, etc.)	Unit Cost	Extended Cost*
Project Management				
Requirements Analysis	20	Days	\$1980	\$39,600
Detailed Design	10	Days	\$1980	\$19,800
Implementation Management	20	Days	\$1980	\$39,600
Other Project Management				
Integration Services				
Instrument Integration labor to install Limslink	11	Per method	\$1000	\$11,000
Instrument Integration – Less complex and RS232.	8	½ Day per instrument. No software	\$990	\$3960
WEIRS Integration	15	Days	\$1980	\$29,700
Treatment Integration (PLOP replacement)	10	Days	\$1980	\$19,800
Reporting				
Creation/Replacement of Priority Reports	30	Days	\$1980	\$59,400
Data Migration				
Legacy Data Migration/Transformation	20	Days	\$1980	\$39,600
Implementation Services				
System Installation / Installation Qualification	50	Days	\$1980	\$99,000
System Configuration	10	Days	\$1980	\$19,800
System Testing	5	Days	\$1980	\$9900

Project Deliverables	Qty	Unit of Measure (hours, licenses, etc.)	Unit Cost	Extended Cost*
Training				
▪ Administrator Training	3	Per person	\$1800	\$5400
▪ Report Development Training	3	Per Person	\$2500	\$7500
▪ End User Training	3	Per person	\$1250	\$3750
Documentation				
Other Implementation Services				
Annual Maintenance				
Implementation Period <i>(provided at no additional charge)</i>		n/a	n/a	n/a
Production Year 1 <i>(provided at no additional charge)</i>		n/a	n/a	n/a
Production Year 2	1	15% of software cost		\$25,238
Production Year 3	1	15% of software cost		\$25,238
Production Year 4	1	15% of software cost		\$25,238
Production Year 5	1	15% of software cost		\$25,238
Source Code Escrow				
Source Code Escrow Services**				\$365
Totals				
Total Software Licensing				\$168,254
Total Project Management				\$99,000

Project Deliverables	Qty	Unit of Measure (hours, licenses, etc.)	Unit Cost	Extended Cost*
		Total Integration Services		\$64,460
		Total Implementation Services		\$244,350
		Total Annual Maintenance		\$100,952
		Total Source Code Escrow Services		\$365
		Grand Total		677,381



June 15, 2012

PerkinElmer Health Sciences, Inc.
Attention: Craig Babinec, Sales
Engineer/Informatics
710 Bridgeport Avenue
Shelton, CT 06484

RE: Request for Proposal MSO0062

Dear Mr. Babinec:

Thank you for your proposal for the solicitation of a Laboratory Information Management System (LIMS) for Austin Water Utility. The evaluation committee has completed the evaluation process and is recommending Chemware, Inc. for approval of a contract award by the City Council on June 28, 2012.

We thank you for your interest in doing business with the City of Austin. Enclosed is a copy of the evaluation matrix for your review.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Ming".

Kenneth Ming
Contract Compliance Manager

cc: Contract file



June 15, 2012

Labtopia Informatix, Inc.
Attention: P.S. Reilly
LIMS Business Unit Manager
12929 Gulf Freeway suite 108
Houston, Texas 77034

RE: Request for Proposal MSO0062

Dear Mr. Reilly:

Thank you for your proposal for the solicitation of a Laboratory Information Management System (LIMS) for Austin Water Utility. The evaluation committee has completed the evaluation process and is recommending Chemware, Inc. for approval of a contract award by the City Council on June 28, 2012.

We thank you for your interest in doing business with the City of Austin. Enclosed is a copy of the evaluation matrix for your review.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Ming".

Kenneth Ming
Contract Compliance Manager

cc: Contract file



January 17, 2012

Chemware, Incorporated
Attn: Conor Ward
Director of Business Development
900 Ridgefield Drive, Suite 150
Raleigh, NC 27609

Re: Request for Clarification, RFP MSO0062 LIMS-Laboratory Information Management System

Dear Mr. Ward:

In reviewing your proposal, the items below require additional information or clarification:

Do the 100 reporting licenses include licenses for the 40 named users with Core System licenses (i.e. report licensing for 40 lab users and 60 report/query users)?

Is a license for Oracle application server or other Oracle software required and if so please provide licensing costs for the Horizon application only.

Please provide this information no later than 2:00 PM central time on January 18, 2012.

Thank you for your continued interest in the City of Austin. If you have any questions, please contact me at 512/322-6307, or FAX 512/322-6490 or e-mail at Art.Acuna@austinenergy.com.

Sincerely,

Art Acuña
Senior Buyer
Purchasing Office



January 17, 2012

City of Austin
Austin Water Utility
Attn: Art Acuña
Senior Buyer, Purchasing Office
P.O. Box 1088
Austin, TX 78767-8838

Re: Request for Clarification, RFP MSO0062 LIMS-Laboratory Information Management System

Dr. Mr Acuña,

Please see the responses below to the clarification questions you submitted on 1/17/12.

1. Do the 100 reporting licenses include licenses for the 40 named users with Core System licenses (i.e. report licensing for 40 lab users and 60 report/query users)?

Yes. The 100 reporting licenses include 40 distinct LIMS users and 60 distinct users who are capable of generating reports or viewing LIMS data in a read-only state (this count was based on your response to Question #8 in Addendum 2).

2. Is a license for Oracle application server or other Oracle software required and if so please provide licensing costs for the Horizon application only.

Yes, HORIZON requires both an Oracle database license and an Oracle application server license. Our reading of Question #6 in Addendum 2 was that the City would be supplying all Oracle products (in hindsight it appears that it was just the database).

The cost for 45-named users of Oracle Forms Services Application Server (40 for the core system and 5 for test environment) is \$9,862. This amount was not included in our cost form – our apologies for the misunderstanding. Please let me know if you require us to submit updated cost forms.

Regards,

Conor Ward

Director of Business Development
ChemWare, Inc.
cward@chemware.com
(919) 605-5245



January 17, 2012

Labtopia Informatix, Inc.
Attn: Jeanne A. Mensingh
12929 Gulf Freeway Suite 108
Houston, TX 77034

Re: Request for Clarification, RFP MSO0062 LIMS-Laboratory Information Management System

Dear Ms. Mensingh:

In reviewing your proposal, the items below require additional information or clarification:

Is the cost of software escrow started in the cost proposal (\$2,900) a recurring cost? If so what would be the cost for 5 the first years?

No, this is a one-time cost Thermo Fisher incurs to open a Solution account within Iron Mountain, our escrow provider. This one-time cost will then have standard maintenance of 18% (\$522/yr) applied and the SM LIMS solution will then be kept updated with content during the life of the account

Please provide this information no later than 2:00 PM central time on January 18, 2012.

Thank you for your continued interest in the City of Austin. If you have any questions, please contact me at 512/322-6307, or FAX 512/322-6490 or e-mail at Art.Acuna@austinenergy.com.

Sincerely,

Art Acuña
Senior Buyer
Purchasing Office



January 17, 2012

Perkin Elmer Health Sciences Inc.
Attn: Gwen George-Bruno
Proposal and Contracts Administrator
710 Bridgeport Avenue
Shelton, CT 06484

Re: Request for Clarification, RFP MSO0062 LIMS-Laboratory Information Management System

Dear Gwen Georger-Bruno:

In reviewing your proposal, the items below require additional information or clarification:

**Why is Linko included in the cost proposal? Is it related to replacing the PLOP module?
How exactly would it be used in the proposed solution?**

We included a Linko solution as a replacement for the PLOP module. LABWORKS contains a module for monitoring Plant operations, but it is somewhat limited in its functionality. The LABWORKS module may be able to provide all of the functions that are required, but we are certain that Linko would cover all that may be needed, so we included it in our proposal.

If Linko is not an acceptable alternative, there are other options that we can discuss.

Please let me know if this answers your question or if there is anything else that we can clarify.

Please provide this information no later than 2:00 PM central time on January 18, 2012.

Thank you for your continued interest in the City of Austin. If you have any questions, please contact me at 512/322-6307, or FAX 512/322-6490 or e-mail at Art.Acuna@austinenergy.com.

Sincerely,

Art Acuña
Senior Buyer



REQUISITION

RQS CITY SINGLE

PAGE NO: 1

REFERENCE NUMBER: RQM 5600 11090600556

P.O DATE: 09/09/11

**V
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D
O
R**

S Water Quality Laboratory
H
I 14050 SUMMIT DR., SUITE 121
P AUSTIN, TX 78728-7101
T Austin TX 78728-7101
O

B City Of Austin-CTM
I
L IT Procurement
L PO BOX 1088
T Austin TX 78767
O

Requestor: Jane Neal, 974-3398
Buyer: See Solicitation, 512-974-2500

The City's standard purchase terms and conditions are hereby incorporated into this order by reference, with the same force and effect as if they were incorporated in full text. The full versions are available at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS or call the Purchasing Office at (512) 974-2500. Please include above reference number on all packages, deliveries, and invoices.

Line	Quantity	Unit	Commodity Information / Description (s)	Unit Price	Extended Amount
1			Commodity: 20811 Application Software, Microcomputer Solicitation No: @PO_DOC_COMM_SO_DOC_CD. @PO_DOC_COMM_SO_DOC_DEPT_CD. @PO_DOC_COMM_SO_DOC_ID.	\$.00	\$ 600,000.00

Order Total: \$ 600,000.00

VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED.
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.

Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

Date

CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM

SOLICITATION NUMBER: MSO0062

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 20811

DESCRIPTION: Application Software

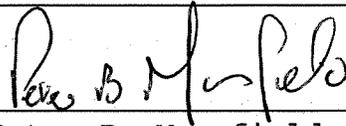
- Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- Cannot meet the Scope of Work / Specifications.
- Cannot provide required Insurance.
- Cannot provide required Bonding.
- Job too small.
- Job too large.
- Do not wish to do business with the City. Remove my company from the City's Vendor list.
- Other reason (please state why you will not submit a bid):

Contractor's Name: Zumatrix, Inc.

Street Address 29 Simpson Lane

City, State, Zip Code Falmouth, MA 02540

Signature of Officer or Authorized Representative:



Date: 10/18/11

Printed Name: Peter B. Mansfield

Title President

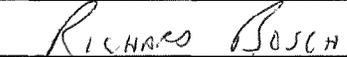
EVALUATION FACTORS IMPLEMENTATION OF LABORATORY INFORMATION MANAGEMENT SYSTEM

RFP #MSO0062 Evaluation Criteria		Total Points	PerkinElmer Health Sciences, Inc. Shelton, CT	Chemware Inc. Raleigh, NC	Labtopia Informatix Houston, TX
1	Current Capability of Proposed System	30 Points	24.7	25.6	25.3
2	System Implementation and Training Approach	20 Points	16.4	16.5	16.0
3	Evaluated Cost	20 Points	19.0	20.0	19.0
4	Specialized Experience and Technical Competence	15 Points	12.3	12.4	12.3
5	Record of Past Performance	15 Points	12.2	12.2	12.5
6	Financial Viability of Company	Pass / Fail	Pass	Pass	Pass
	RFP Sub-Total	100 Points	84.6	86.7	85.1
7	Proposed Solutions Demonstration (optional at the discretion of the City)	25 Points	20.3	21.6	21.0
	Total Evaluated Score	125 Points	104.9	108.3	106.1

Sign-In Sheet

December 2, 2011 at 12:30 P.M.
 Proposal Distribution for LIMS
 City of Austin – Town Lake Center
 701 Barton Springs Rd., TLC 416
 Laboratory Information Management System
 Solicitation Number RFP 5600 MSO0062

Art Acuna, Sr. Buyer
 512-322-6307
art.acuna@austinenergy.com

Attendee	Printed Name	Signature
○ Reviewer #1	Antonio M. Cavales	
Reviewer #2	Richard Bosch	
Reviewer #3	Dana White	
Reviewer #4	Judy Musgrove	
Reviewer #5	Paul George	
Reviewer #6	Susan C Davis	
Reviewer #7	SANTOS WITTE	
Reviewer #8	SELVI MOHAMED	
○ Reviewer #9	Trinity J. O'Neal	
Reviewer #10	GARY GUMER	

Solicitation Type & Number: RFP MSO0062

Solicitation Description: LABORATORY INFORMATION MGMT SYS FOR AWU

Bid Opening Date & Time: ~~12/1/2011 @ 1:00 pm~~
~~11/29/2011 @ 1:00 PM~~

Pre-Bid Information: MANDATORY-11/01/2011 @ 10:00 AM, 7113 FM 969

Vendor's Name	Rec'd By	Date & Time Rec'd
1 <u>Customer Care</u> ✓	<u>AW</u>	<u>10/14/11 @ 1:35 Bid Rm</u>
2 <u>Zymatrix, Inc</u> ✓	<u>PSD</u>	<u>10-24-11 @ 10:01 am - No Bid</u>
3 <u>Perkin Elmer Corp</u> ✓	<u>PSD</u>	<u>11-3-11 @ 11:20 am - Addendum 1</u>
4 <u>Perkin Elmer</u> ✓	<u>PSD</u>	<u>11-16-11 @ 1:33 pm - Addendum 2</u>
5 <u>Perkin Elmer</u> ✓	<u>PSD</u>	<u>11-16-11 @ 1:33 pm - Addendum 3</u>
6 <u>Perkin Elmer Corp</u> ✓	<u>PSD</u>	<u>11-21-11 @ 10:41 am - Addendums 2+3</u>
7 <u>Perkin Elmer Corp</u> ✓	<u>PSD</u>	<u>11-28-11 @ 10:25 am - Bid Room (PBA)</u>
8 <u>ChemWare</u> ✓	<u>PSD</u>	<u>11-29-11 @ 1:04 pm - Bid Rm</u>
9 <u>Nextgen Today</u> ✓	<u>PSD</u>	<u>11-29-11 @ 1:04 pm - Bid Rm</u>
10		
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20		

Bids Distributed By:

Pam Dosssett

Bids Received By:

[Signature]